The Solicitors' Journal and Weekly Reporter.

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THE NEWS during the week of the Lord Chancellor's condition indicates gradual improvement, the reply to inquiries being that he is going on well. No more definite information can be obtained.

Copies of Documents for the Use of the Judges of the Court of Appeal.

ON THE hearing of a case in the Court of Appeal last week the attention of the profession was again called to the necessity of observing the rule of that court which requires that copies of all material documents shall be supplied for the use of the judges. The document copies of which were not supplied in this case was an agreed statement of facts. The Master of the Rolls, who has frequently insisted that the rule must be enforced, now said that the court, in order to mark its sense of the inconvenience caused by failure to comply with this requirement, would order that the appellant's solicitor should not recover the costs of the day, either from his own client or from the opposite party.

Disagreement of Juries.

ANOTHER instance has to be recorded of the waste of time and money by the disagreement of a jury after a trial occupying several days. The inevitable effect of an abortive trial, like that which has just been concluded, is to give an undue advantage to the suitor with the longer purse, and it is also no light matter that three or four days of the time of a judge should be fruitlessly spent, to the delay and inconvenience of the whole body of suitors. But we hear no talk of any attempt to modify the law which requires an unanimous verdict. Lord CAMPBELL endeavoured to introduce a proviso into the Common Law Procedure Act, 1854, by which if, after a deliberation of some hours, nine or ten of the jury had agreed, their verdict should be taken, and should have the same effect as the verdict of the

twelve, subject to any objection which might be taken to it as being contrary to the evidence. This proviso was rejected by the Commons, and fifty years' experience of the frequent disagreement of juries seems to have brought us no nearer to reform.

The New Legal Honours.

We were only able last week to briefly refer to the names of lawyers appearing in the birthday honours list. The appointment of Mr. Justice Kekewich as a Privy Councillor comes most appropriately almost on the very anniversary of his appointment twenty years ago as a judge of the High Court. It will be recognized as a fitting tribute to his lengthened service in that capacity; and we do not think that it is to be assumed, as has been done in some quarters, that the conferring of the honour indicates that the learned judge has any intention at present of retiring. His health is good, his mental vigour is unabated, and he is fond of his work. Mr. M. D. Chalmers, who has been made a K.C.B., we believe began his legal career as "devil" to Sir F. Herschell; was appointed to a county court judgeship, then to the legal membership of the Council of India, and finally to the Permanent Under-Secretaryship of the Home Department. Of the three new solicitor-knights, Mr. William E. Clegg, of Sheffield, was admitted in 1874, and is a member of the firm of Clegg & Sons. It is understood that he has taken an active part in public affairs at Sheffield. Mr. Henry Paget Cooke, of the firm of Russell, Cooke, & Co., of 11, Old-square, Lincoln's-inn, was admitted in 1886, and we believe has been legal adviser to the Liberal Central Association. Mr. William Henry Talbot, of Manchester, the third of the solicitor knights, was admitted in 1853, and for twenty years has held the important office of Town Clerk of Manchester.

Solicitors' Right of Audience in County Court.

A somewhat unusual objection was taken in the Bradford County Court on Tuesday in last week. On a case being called on, counsel for the plaintiff objected that the solicitor appearing for the defendant had no right to be heard, on the ground that he was not the solicitor "acting generally in the action" within section 72 of the County Courts Act, 1888. Up till four days before the trial proceedings had been conducted for the defendant by another firm of solicitors, and then notice of change of solicitors had been served. On the day of the trial a managing clerk of the original firm had been in court taking charge of the defendant's witnesses. In support of his objection, counsel argued that the mere fact of giving notice of change did not *ipso facto* constitute the new solicitor the "solicitor acting generally in the action," and that it was a question of fact for the judge whether he were so or not. In the present case he submitted that there was evidence that the change had been made entirely for the purpose of allowing the new solicitor to act as advocate; that he had not the entire control of the proceedings, and that he was in fact practically being briefed by the original solicitors. The judge allowed the objection, saying that notice of change of solicitors was not sufficient unless there was also an actual handing over of the whole matter, the original firm taking no further active part or financial interest in it.

A Judge on Education.

In the report of a trial on the South-Eastern Circuit, in which two persons were convicted for the forgery of a guarantee, we read that the learned judge, in passing sentence, said that the crime of forgery seemed to be much on the increase. He could not help thinking that our system of education was largely the cause of it. It taught people like the prisoners just enough to enable them to commit this sort of crime, but omitted to teach them that it was a wicked thing to behave dishonestly and defraud their neighbours. Assuming that this report is accurate, we think that there are many persons who will find themselves unable to agree with the conclusions of the learned judge. It is undoubtedly true that a person who is unable to read and write would have some difficulty in committing forgery. And there was no occasion for regretting the use of the knife in offences against the person in the days when these useful instruments had not been invented, and people ate with their fingers. Are the poorer sort of people to remain untaught because a small fraction of the hundreds of thousands of those who learn how to read and write commit forgery, and are tried at the assizes? There does not appear to be any ground for believing that the moral education of these criminals had been neglected. Mr. Fauntleroy, and other well-known forgers, had always lived in the most respectable society. Those who have been accustomed to refer to our criminal calendars, in which the prisoners are divided into the educated and the imperfectly educated, will be able to say whether the latter exhibit any superiority in their obedience to the law.

The Trade Disputes Bill.

The Trade Disputes Bill has now been printed in the form in which it has left the House of Commons and has been presented to the House of Lords. No considerable change has been made in it during its last discussion in the Lower House, and it retains the four changes in the law to which we called attention when last noticing it (50 Solicitors' Journal 676). Clause 1 removes the distinction which has hitherto existed between criminal and civil liability for conspiracy in connection with trade disputes. Criminal liability was abolished by section 3 of the Conspiracy and Protection of Property Act, 1875, and the abolition is now extended to civil liability. An act done in pursuance of an agreement or combination of persons will, if done in contemplation of a trade dispute, not be actionable unless the act would have been actionable apart from such agreement or combination. Clause 2 legalizes peaceful picketing. It authorizes persons acting in contemplation or furtherance of a trade dispute "to attend at or near a house or place where a person resides or works or carries on business or happens to be, if they so attend merely for the purpose of peacefully obtaining or communicating information, or of peacefully persuading any person to work or abstain from working." The word "peacefully" has changed its position in the clause; previously it came after "attend." But the change does not seem to be very material; nor, if compliance with this requirement can in practice be secured, does the alteration in the law proposed by the clause seem to be open to objection. The most interesting, and perhaps the most important, clause in the Bill is clause 3, which excludes liability in trade disputes where there has been an inducement to a person to commit a breach of contract, or where there has been an interference with some person's business or employment, or his right to dispose of his capital or his labour as he wills. The liability under such circumstances has been a frequent source of litigation in recent years, and it only requires a reference to such cases as the *Mogul case* (1892, A. C. 25) and *Temperton* v. *Russell* (1893, 1 Q. B. 715) to realize the legal difficulties which are involved in establishing the liability. The proposed clause will, as regards trade disputes, prevent any further development of the law in this direction. Clause 4 exempts a trade union, whether of workmen or masters, from liability for tortious acts alleged to have been committed by or on behalf of the trade union, and so gets rid of the *Taff Vale case* (1901, A. C. 426).

The Check-weigher.

A question of considerable importance both to proprietors of coal mines and to miners was decided recently by a Divisional Court in the case of *Rex* v. *Llewellyn and Others*. By the Coal Mines Regulation Act, 1887, the miners who are paid according to weight in any mine are authorized to appoint a "check-weigher" to represent their interests at each place appointed for the weighing of the coal. This person is forbidden to impede or interupt the working of the mine, or to interfere in any way with the weighing or with any of the workmen, or with the management of the mine. If he transgresses in this respect, he may, on complaint being made to a court of summary jurisdiction, be removed from his position as check-weigher, "but without prejudice to the stationing of another check-weigher in his place." It was held in the case of *Sykes* v. *Barraclough* (1904, 2 K. B. 675) that interference with the workmen is not limited to acts done as check-weigher, but extends to interference by him in another capacity. In that case, as well as in the recent case, a check-weigher had been removed for interfering between

the miners and their employers in a trade dispute, in his capacity as an official of a trade union. In the recent case the order was to remove the check-weigher, and the order went on to say, "and that from henceforth he shall cease to perform the duties of check-weigher on behalf of the persons employed in the said mine." A rule *nisi* was obtained for a *certiorari* to quash this order, on the ground that the words quoted went beyond the jurisdiction of the magistrates, and that, therefore, the order was invalid and bad. Now the Act is silent as to whether a check-weigher who has been removed by an order of a court of summary jurisdiction can be reappointed to the office by the men. It was, therefore, contended on their behalf that the miners could reappoint him to that post at any time they chose after the removal; and that, therefore, the magistrates had exceeded their jurisdiction in ordering that thenceforth he should cease to perform the duties of check-weigher. The High Court refused to take this view and discharged the rule. Now, in the first place, it is clear that if the miners' contentions were sound, the provisions of the Act as to removal would be absolutely futile. It would be useless and absurd to remove a man if he could be immediately reappointed. In the second place, it is implied in the words of the Act that only another man can be appointed in the place of one removed, for the order is to be "without prejudice to the stationing of *another* check-weigher in his place." At the same time, the Act does not expressly disqualify the man removed from ever being reappointed; and it is certainly an open question, and one which the court did not feel called upon to consider, whether such a man could be reappointed after a reasonable interval of time. The order, however, did not forbid him to perform the duties of a check-weigher ever again, but merely "henceforth." Probably there is a difference between "henceforth" and "henceforth and for ever," and one of the judges thought "henceforth" means until an indeterminate date. The point is a very difficult one, and one which in the present state of feeling between employers and employed ought to be cleared up. The court will have to deal with it if a man who has been removed is actually reappointed and the validity of his reappointment is contested.

Payment Out of Court.

THE DECISION of KEKEWICH, J., in *Edwards* v. *Grove* (*ante*, p. 27) is a useful affirmation of the rule that on payment out of court of money which represents personal property it is not necessary that an affidavit of no incumbrances should be made. The distinction in this respect between personal property and money in court representing the proceeds of real property was pointed out by CHITTY, J., in *Williams* v. *Ware* (32 SOLICITORS' JOURNAL 353, 57 L. J. Ch. 497). In the case of land in settlement, the presumption, he said, was that the land was charged with jointures, portions, and the like or other charges, and accordingly it was the practice that an affidavit should be made negativing such incumbrances. But in the case of personalty there was no such presumption, and the affidavit, the learned judge intimated, was not required. The case, however, was one relating to the proceeds of sale of realty, and as to personalty the judgment was perhaps no more than a *dictum*. In the recent case of *Edwards* v. *Grove* the question related to personalty, and it was apparently regarded as sufficiently doubtful for it to be referred to the court. In accordance with the above distinction, however, KEKEWICH, J., held that the rule as to realty did not apply to personal estate, and that an affidavit of no incumbrances was not required save in cases where special circumstances might shew it to be proper.

Cases "Unfortunately Not Reported."

IN A case where the defendant was summoned before a London police magistrate for sending postal packets containing improper circulars, the representative of the Commissioner of Police said that there was a decision as to similar circulars in the High Court which was "unfortunately not reported." The practice of referring to unreported cases seems likely to increase. The advocate who appears in one of the many police-courts or county courts of the metropolis is disposed to think that a judge or magistrate will pay less attention to arguments than to authorities, and where the reports fail to supply him with a case, has recourse to his recollection or to that of his friends. An unreported case may in some of its details closely resemble one which arises on a subsequent occasion, but this coincidence is quite consistent with the case being no authority whatever on the point before the court. We have often thought of what would happen if it were possible to obtain access to an official shorthand-writer's note of every case decided in our superior and inferior courts. It is our belief that it would lead to a lamentable waste of time, and that legal practitioners and authors of text-books, instead of applying their energies to the task of making themselves more closely acquainted with the subject immediately before them, would fumble through pages of irrelevant matter in the hope of gathering a few crumbs of legal knowledge. Any one who who has sat day after day during several years in the same court will be able to give a very good opinion as to whether many "unreported cases" have been "unfortunately" or "fortunately" consigned to oblivion.

Companies Acting as Trustees and Executors.

A POINT of some importance under Acts enabling a joint-stock company to exercise the offices of executor and trustee was raised before the Supreme Court of Queensland in *Re Bertram* (1904, Queensland Law Journal, 42). The Union Trustee Co. of Australia was empowered by private Acts to act as executor and trustee in Victoria, to apply for probate and administration, and the court in such applications was authorized to receive and act upon affidavits made by the managing directors or managers of the company. Probate having been granted by the Supreme Court of Victoria of the will of a testator domiciled in Victoria, the company applied to have the probate sealed by the Queensland Court under the British Probates Act, 1898. The Queensland Court, however, decided that, inasmuch as the Acts by which the company was incorporated were passed before 1898, at a time when the resealing of probates granted in another part of her Majesty's dominions was not contemplated, the company had no power to apply through an officer for a resealing of the probate in the same manner as it was authorized to apply for probate in Victoria. We believe that public opinion in the Colonies is in favour of allowing companies to undertake the business of trustees and executors. But a case like *Re Bertram* shews that corporations, owing to their peculiar constitution, cannot always enjoy the same privileges as ordinary trustees, and may explain the unwillingness of Englishmen to adopt a change which may often involve them in expense and inconvenience.

Liability of Lessee for Accidental Fire.

THE SEVENTH Chamber of the Tribunal of the Seine has had to consider a question of the liability of the lessee of premises for loss by accidental or negligent burning. This liability is in England dealt with by the Fires Prevention (Metropolis) Act, 1774, but is almost invariably regulated by contract or agreement between landlord and tenant. The law in France is contained in paragraph 1733 of the Code, by which the lessee is answerable in case of fire unless he can prove that the fire happened by accident or superior force, or by faulty construction, or that the fire was communicated from a neighbouring house. In the case under consideration the chimney of premises of which the defendant was lessee took fire and heated the walls to such a degree that the external water-pipes were burst open. The lessor brought his action for the cost of the necessary repairs. It appeared that the walls of the chimney were not of the thickness prescribed by the police regulations, and the court, being satisfied that but for this deficiency in thickness the water-pipes would not have been injured by the heat in the manner described, dismissed the action. The decision rests upon principles familiar to the law of all civilized states. The plaintiff, quite apart from any express provision of the law, cannot be admitted to recover for damages which have been caused or aggravated by his own misconduct or negligence.

Written Characters.

A BILL, brought into the House of Commons by MR. BELL on the 8th of March last, making it compulsory for employers of labour to give a person leaving or being dismissed from employment a written reference note of his or her general con-

duct in his employment when such reference is applied for, has, we understand, been dropped. This provision would, we suppose, include domestic servants, and we believe that it is in accordance with the law in different foreign States. Complaints are made in every English-speaking community of the difficulty of obtaining servants, and it seems strange that there should be anything in our law which is a real obstacle to them in the exercise of their calling. Some of our ancestors appear to have thought that the law required amendment in favour of employers rather than of servants. DANIEL DEFOE, in a paper called "The Way to Make London the Most Flourishing City in the Universe," says: "Nothing calls for more redress than servants quitting service for every idle disgust, leaving a master or mistress at a nonplus, and all under plea of a foolish old custom called warning, nowhere practised but in London, for in other places they are hired by the year or by the statute, as they call it, which settles them in a place at least for some time, whereas when they are not limited it encourages a wrong temper and makes them never easy." What DEFOE calls the "foolish old custom" has now spread over the United Kingdom, and we are afraid that servants are quite as restless as they were in the days of Queen ANNE.

Penal Servitude for Breaking Windows.

A SENTENCE passed by the Recorder of Bedford has been the subject of much discussion in the newspapers. We gather that the offence with which the prisoners were charged was that of deliberately breaking windows in order to procure a lodging for the night, the prisoners having been refused admission to the workhouse. The case was one, no doubt, of malicious damage to property, and the Legislature has enacted by section 51 of the Malicious Damage Act, 1861, that where such damage is to an amount exceeding £5, the prisoner is liable at the discretion of the court to be kept in penal servitude for any term not exceeding five years. But the sentence of penal servitude passed by the recorder seems *primâ facie* to be excessive, and we shall be anxious to hear any explanation of such unusual severity.

The Right to Light as Between Adjoining Lessees.

THE Prescription Act, 1832, as is well known, recognizes a special efficacy in the twenty years' enjoyment of a right to light as compared with the prescriptive period for other easements, and the recent decision of the Court of Appeal in *Fear* v. *Morgan* (1906, 2 Ch. 406) affirms upon this ground the distinction which has been taken as regards the acquisition of a right to light and the acquisition of any other easement by one tenant against another tenant holding under the same landlord. The prescriptive acquisition of a right of way or other easement, except a right of light, depends on section 2, which requires that the easement shall have been enjoyed by some person claiming right thereto for the full period of twenty years. The claim cannot then be defeated by shewing only that the easement was first enjoyed at some time prior to the twenty years, though it is liable to be defeated by other defences which were available when the Act was passed. The effect of this enactment in a case where the tenement alleged to have become servient had been in the possession of a tenant during the twenty years was considered in *Bright* v. *Walker* (1 C. M. & R. 211), and it was held that, since no easement could be thus acquired before the statute against the owner in fee, it could not be acquired under the statute against the tenant. The statute, it was pointed out by PARKE, B., is "for the shortening the time of *prescription*, and if the periods mentioned in it are to be new times of prescription, it must have been intended that the enjoyment for those periods should give a good title against all, for titles by immemorial prescription are absolute and valid against all. They are such as absolutely bind the fee in the land." While, therefore, a right of way in favour of one lessee against another could be acquired by grant, it could not be acquired under the statute by prescription.

But the provision of section 3 with regard to the acquisition of a right of light differs materially from that of section 2 with regard to the acquisition of other easements. When the right of light has been enjoyed for the full period of twenty years without interruption, it is to be deemed "absolute and indefeasible," unless it has been enjoyed by "consent or agreement expressly made or given for that purpose by deed or writing." And this difference of language puts the acquisition of the right in a specially favoured position. "The section," said COLERIDGE, J., in *Truscott* v. *Merchant Taylors Company* (11 Ex., p. 863), "seems to me to simplify and almost new-found the mode of acquiring the right to access of light. It founds it on actual enjoyment for the full period of twenty years without interruption, unless that enjoyment is shewn to have been by consent or agreement expressly made by deed or writing—thus putting the right on a simple foundation, and with the simplest exception." And accordingly in *Frewen* v. *Philipps* (11 C. B. N. S. 449) it was held in the Exchequer Chamber that, as regards light, one tenant could acquire the right as against another notwithstanding that they hold under the same landlord, and he would acquire it at the same time against the landlord also.

This exceptional treatment of the right to light has been recognized in several subsequent cases. In *Mitchell* v. *Cantrell* (37 Ch. D. 56) it was treated as clear by the Court of Appeal that the lessee could acquire the right by twenty years' enjoyment as against another lessee under the same lessor, and the question in the case was whether the enjoyment had been under a consent or agreement in writing. And in *Robson* v. *Edwards* (1893, 2 Ch. 146) the right thus acquired was held to continue notwithstanding the determination of the leases of the dominant and servient tenements, and the grant of fresh leases. "When twenty years had run," said NORTH, J., "the right was acquired absolute and indefeasible in respect of the access of light to that house; and when the house was leased afterwards, the right given by law passed with it, not by reason by the lease, though, no doubt, the person who became tenant went in under the lease; but he did not get the grant to the light by the lease in any sense. He got the house by the lease, and the law gave the tenant, the occupier of the house, the right to the enjoyment of that light at that time."

Both *Bright* v. *Walker* (*suprà*) and *Frewen* v. *Philipps* (*suprà*) are founded upon the principle that an easement created by prescription must be created as against the entire interest in the servient tenement, and if the circumstances forbid such creation, then the easement is not created by prescription at all. "The broad view," said LINDLEY, L.J., in *Wheaton* v. *Maple & Co.* (1893, 3 Ch. 48, at p. 65), which underlies the judgment [of PARKE, B., in *Bright* v. *Walker*], "has never been disapproved. That view, as I understand it, is that the Act has not created a class of easements which could not be gained by prescription at common law, or, in other words, has not created an easement for a limited time only, or available only against particular owners or occupiers of the servient tenement. Such easements can only be created since the Act, as before the Act—viz., by grant or by an agreement enforceable in equity, which for most purposes is as efficacious as a deed under seal. Such a grant or agreement must, moreover, be proved as a fact and not be purely fictitious." And the learned judge proceeded to point out that there was no inconsistency between *Bright* v. *Walker* and *Frewen* v. *Philipps*. In the latter case the lessee had acquired the right to light not only against the adjoining lessee, but also against the common landlord. In *Wheaton* v. *Maple & Co.* the landlord was the Crown, and since section 3 does not apply to the Crown (*Perry* v. *Eames*, 1891, 1 Ch. 658), the easement had not been acquired at all. If acquired, it must have been acquired against both lessee and reversioner of the servient property, and since it had not been acquired against the reversioner, it had not been acquired against the lessee.

In *Colls' case* (1904, A. C. 179) it was observed by HALSBURY, L.C., that the Prescription Act had made no difference in the right conferred, but only in the mode of proof, and in the recent case of *Fear* v. *Morgan* (*suprà*) it was argued that the result of this *dictum* was to overrule the above authorities as to the right to light, and to restrict the acquisition of the light to those

cases in which it could have been acquired before the Act. But *Colls' case* was concerned with the nature of the right when acquired. It can hardly be supposed that there was any intention to deny the effect of the statute in varying the mode by which it may be acquired, and this view was taken by the Court of Appeal. "All that that case decided," said ROMER, L.J., "so far as relevant to the present appeal is this, that the right to light when acquired under the Prescription Act was still the same kind of right as that known under the old law. It did not decide that the right could not be acquired under the Act in circumstances in which or as against persons as against whom it could not have been acquired prior to the Act." Substantially, therefore, *Fear* v. *Morgan* was a re-affirmation of the principle established by *Frewen* v. *Philipps*. Adjoining premises had been originally comprised in the same lease, but they had been severed, and a right of light had been enjoyed by the occupier of one over the other for more than the statutory period. This conferred the right upon the dominant tenement, both as against the adjoining occupier and the common landlord, and notwithstanding that there had been grants of fresh leases. There was no authority, it was pointed out, to justify the court in disregarding *Frewen* v. *Philipps* and *Mitchell* v. *Cantrell*.

The Liability of Companies on Contracts Before Incorporation.

I.

THIRTY years ago the Court of Appeal in Chancery, by the mouth of Lord Justice MELLISH, decided that a company which had adopted, or in other words ratified, a contract, for services rendered in the course of its promotion, entered into on its behalf before its incorporation—before it came into existence—was not liable at law for the contract; but expressed the opinion there was some kind of equitable obligation on the company to pay for the services rendered if the company had taken the benefit of them.

The case, decided in 1876, was that of *Re Hereford and South Wales Waggon and Engineering Co.* (2 Ch. D. 624). One SMITH, who was the owner of ironworks, agreed with two other persons, WALTER and HEAD, that if they formed a joint-stock company to purchase the works at a valuation (to be made by BRAMWELL) SMITH would pay them £1,500 out of the purchase-money. The agreement was to be void if the company was not formed within three months, but the receipt of the £1,500 was not to prevent WALTER and HEAD from obtaining payment from the company for their services in getting up and registering it. Shortly afterwards SMITH agreed with WALTER, as trustee for the company, to sell to it the works for cash and shares, and this agreement was, says the report, "adopted," apparently by the company after it was formed (which formation was not within the three months). The articles of association provided that the directors should pay the expenses of getting up and registering the company. The company having gone into liquidation, WALTER and HEAD claimed to prove for professional services rendered prior and subsequent to registration, and BRAMWELL claimed his valuation charges. MELLISH, L.J., in delivering the judgment of the court (consisting of JAMES and BAGGALLAY, L.JJ., and himself), said, in referring to the claim of WALTER and HEAD: "With respect to their professional services before the formation of the company, they would not have been entitled to maintain an action *on legal grounds* against the company, because the company was not in existence at the time when the services were performed, and the article only gives an authority to the directors to pay these costs, and does not constitute a contract to pay them as between the company and Mr. WALTER and Mr. HEAD. We think, however, that if the company can properly be considered to have *adopted* and *derived benefit* from these services, they would in equity be bound to pay for them, and WALTER and HEAD would be entitled to prove for them." In a subsequent part of the judgment "ratify" is used as the equivalent for "adopt." As regards BRAMWELL'S claim, inasmuch as his valuation was made on the instructions of WALTER and HEAD before incorporation, it was held that "at law his claim could be only against them," and that "he could only claim against the company on the ground that WALTER and HEAD would be entitled to be paid by the company the cost of the valuation as part of the expenses," that his claim fell with theirs, and that he had "no independent equity of his own against the company."

The former proposition—as to the *legal* effect—was justified by *Kelner* v. *Baxter* (1866, L. R. 2 C. P. 174) and *Melhado* v. *Porto Allegre Railway Co.* (1874, L. R. 9 C. P. 503). In *Kelner* v. *Baxter* the memorandum of association of a proposed hotel company was executed on the the 9th of January, 1866, but before the company was incorporated—namely, on the 29th of January, 1866—the plaintiff made an offer to the defendants, "on behalf of the proposed" hotel company, to sell a stock of wines, and they, defendants, signing "on behalf of the" company, agreed to accept the offer. The wines were "handed over to the company" presumably *after* incorporation, and consumed by the company in the hotel business. On the 1st of February, 1866, the directors passed a resolution purporting to *ratify* the agreement, and there was subsequent ratification by the company after an action for goods sold and delivered had been brought against, not the company, but the persons who accepted the offer. The defendants were held liable, and in the course of the judgments delivered WILLES, J., says: "I apprehend that the company could only become liable upon a *new contract*. Could the company become liable upon a mere ratification? Clearly not. Ratification can only be by a person ascertained at the time of the act done—by a person in existence either actually or in contemplation of law," and BYLES, J., expresses himself to the same effect. It is to be observed that in that case *the company had actually received and consumed the goods*, and yet the very ground of the decision against the defendants was that the company was not liable. In *Melhado's case* the articles of association provided that the company should defray expenses incurred in or about its establishment. The plaintiffs incurred such expenses before it was incorporated. After the company was formed the directors resolved that the plaintiffs should be paid (see the judgment of BRETT, J.), and the plaintiffs sued the company for the amount of the expenses and *failed*. COLERIDGE, C.J., says: "It does seem *just*, in general, if a company takes the benefit of the work and expenditure by which its existence has been rendered possible . . . that a cause of action should not be given. I can find however, *no legal principle upon which such an action can be maintained*. . . . The doctrine of ratification is inapplicable, for the reasons given in the judgment in *Kelner* v. *Baxter*."

It is most unlikely that a cautious judge like Lord COLERIDGE was attempting to differentiate between legal liability and equitable liability—the *Hereford Waggon case dictum* had not then flown from its nest. Nevertheless, in *Spiller* v. *Paris Skating Rink Co.* (1878, 7 Ch. D. 369), where a company had acted on, and *derived profits* from, an agreement made before its incorporation, MALINS, J., held that a company could ratify such a contract, and expressed the opinion that the *Melhado case* "would have been otherwise decided in equity." The Vice-Chancellor took the same view as to ratification in *Mason* v. *Harris* (1879, 11 Ch. D. 97), and it is worthy of note that no observation on this ruling was made when the case came before the Court of Appeal.

But this decision as to ratification, even in equity, may be considered as overruled by the next case to be cited. In *Re Empress Engineering Co.* (1880, 16 Ch. D. 125) A. and B. agreed with C., purporting to contract on behalf of a company then unincorporated, for the sale to the company of a business, and it was a term of the agreement that sixty guineas should be paid to a named firm of solicitors for certain documents connected with the incorporation. When the company was incorporated its memorandum of association stated that the carrying into execution of that agreement was one of the objects of the company. Moreover, the directors *passed a resolution* ratifying the agreement, yet the solicitors were held not to be entitled to prove for the sixty guineas in the winding-up of the company. BRETT, L.J., during the argument, referred at once to the *Melhado case*. When the *Hereford case* was referred to JAMES, L.J., said: "The question has never been tried whether the company has had *the benefit of the claimants' services*." But JESSEL, M.R., said: "That

is a question of *quantum meruit*, and the subject for a distinct application"; and in his judgment he said: "The contract between the promoters and the so-called agent for the company of course was not a contract binding upon the company, for the company had then no existence, nor could it become binding on the company by *ratification*. . . . It does not follow from that that acts may not be done by the company after its formation which *make a new contract to the same effect as the old one*, but that stands on a different principle." Later on, he said that any order the court might make would not prejudice the claim for £63 "which is merely for an amount due for services *the benefit of which has been taken by the company*." JAMES, L.J., said: "Notwithstanding what was said by MALINS, V.C., in *Spiller* v. *Paris Skating Rink Co.*, it appears to me that it is settled, *both in the courts of law and by us in the Court of Appeal*" in the *Hereford case*—that is to say, as the Court of Appeal in Chancery—"that a company cannot ratify a contract made on its behalf before it came into existence—cannot ratify a nullity. The only thing that results from what is called ratification or adoption of such a contract is, not the ratification or adoption of a contract, *quâ* contract, but *the creation of an equitable liability depending upon equitable grounds*. It is inequitable for a man not to pay for services of which he has taken the benefit. *That was the only ground upon which we held that, in that case, Walter and Head would have* had a claim for *services before the registration of the company, had not an equitable defence been effectually set up on the ground of a fraudulent concealment.*" BRETT, L.J., following, merely concurred, and JAMES, L.J., then said that the dismissal of the appeal would be "without prejudice to any claim to an equitable *quantum meruit*." So far, therefore, the decisions seemed to be, both at law and in equity, that a contract made before incorporation could not be thereafter ratified by the company, but that in equity, according to JESSEL, M.R., *acts by the company might make a new contract to the same effect as the old one*, and according to JAMES, L.J., that what would otherwise be ratification or adoption *created an equitable liability depending on equitable grounds*. The two propositions are somewhat different—the former being sound, the latter, as will be shortly seen, unsound. In *Re Rotherham Alum and Chemical Co.* (1883, 25 Ch. D. 103) one MYCOCK employed a solicitor to act in forming a company to take over MYCOCK's business. The company was afterwards formed, with articles providing that formation expenses should be paid by the company. MYCOCK was a director of the company, and as such was present at meetings of directors at which it was resolved that the solicitor should have a cheque for part of his expenses, and this cheque was given and paid. A claim by the solicitor for the balance in the winding up of the company failed. The judgment of COTTON, L.J., is worth reading, but it does not lay down a clearly defined principle. The Lord Justice, however, referring to the *Hereford case*, says that it was there "said that but for the equitable ground of defence there set up, WALTER and HEAD would have had a good claim, but in that case the services were not done on the retainer of any other person who was liable to pay for them. In the same case BRAMWELL, who had been employed by WALTER and HEAD, *and urged that the company had taken the benefit of his services*, was held to have no claim against the company. The present case, therefore, is disposed of by authority." LINDLEY, L.J., is more definite. He says: "It is a mere fallacy to say that because a person gets the benefit of work done for somebody else he is liable to pay the person who did the work." Lord Justice FRY agreed that it was by no means universally true that "when a person takes property on which labour has been expended, and gets the benefit of that contract, he must pay for it." In *Re Northumberland Avenue Hotel Co.* (1886, 33 Ch. D. 16) there was, one day only before incorporation, an agreement between N. and D., the latter being described as trustee for the intended company, for an underlease of land. The articles of association purported to adopt the agreement, and the company itself made payments on account of rent, passed resolutions purporting to modify the agreement, and took possession of and spent large sums on the property, but there was no express contract with N. after incorporation. CHITTY, J., and the Court of Appeal held that there was no contract binding on the company. It was not disputed, either that the original contract was not binding on the company or that ratification was impossible, but the court declined to adopt the view that what occurred before, *plus* what occurred after incorporation, made a new contract. COTTON, L.J., says: "The erroneous opinion"—of the directors—"that a contract entered into before the company came into existence was binding on the company, and the acting on that erroneous opinion does not make a good contract between the company and" the vendor. "We are not authorized to infer a contract as it was inferred in those cases *where there was no other explanation of the conduct of the parties.*"

(*To be continued.*)

Reviews.

Conveyancing.

ELPHINSTONE'S INTRODUCTION TO CONVEYANCING. WITH AN APPENDIX DEALING WITH REGISTERED LAND. SIXTH EDITION. By Sir HOWARD WARBURTON ELPHINSTONE, Bart., M.A., GILBERT HARRISON JOHN HURST, M.A., and LANCELOT HENRY ELPHINSTONE, M.A., Barristers-at-Law. Sweet & Maxwell (Limited).

A very good idea of the careful explanation of conveyancing principles which this book contains can be got from a perusal of the chapter on assignments and mortgages of *choses in action*. Apart from the question as to the exact limits of the term, the student requires to obtain a clear idea of the distinction between *choses in action* which were formerly assignable at law and those which were assignable only in equity, and he must graft upon this the new rule as to assignability contained in section 25 of the Judicature Act, 1873. He must also be sure as to the effect of giving notice of the assignment to the debtor or to the holder of the fund which is assigned, and the consequences the omission to give notice may have in letting in subsequent incumbrancers. All this, with references to the more important of the recent cases—in particular to *Ward* v. *Duncombe* (1893, A. C. 369)—is very clearly explained. Similarly the questions which have arisen in the last few years in connection with "compound settlements" are concisely pointed out in the part of the chapter on marriage settlements which deals with the Settled Land Acts. The leading feature, however, of the present edition is the appendix which has been added on Registration of Title under the Land Transfer Acts, 1875 and 1897. What course registration practice will take in the future it is impossible to foresee. At present the system is being worked under statutes framed without regard to the difficulties which would arise, and the attempt of conveyancers to secure for their clients the same protection under registration that they enjoy under ordinary conveyancing has introduced a new chapter into conveyancing practice. The appendix, in addition to giving a general view of the system of registration, explains the special precautions which require to be adopted in taking mortgages, and in particular the various modes of overcoming the difficulty caused by registration when a purchase and a mortgage require to be carried through simultaneously. Until uniformity in this respect has been established the student and the practitioner will find here one of the knottiest points of current practice. The book generally has been brought up to date, and it will continue to be a most useful guide to conveyancing.

Pleading and Practice.

THE PRINCIPLES OF PLEADING AND PRACTICE IN CIVIL ACTIONS IN THE HIGH COURT OF JUSTICE. By W. BLAKE ODGERS, M.A., LL.D., K.C. SIXTH EDITION. Stevens & Sons (Limited).

This work gives to the practitioner and the student compendiously and clearly information which he could otherwise only acquire by a laborious examination of the Rules of the Supreme Court and the cases decided upon them, and even then he would miss the practical hints and illustrations by which Mr. Odgers increases the utility of his book. The present edition retains the characteristics by which the previous editions have been known. Where necessary, reference is made to the earlier system of pleading, and it is pointed out how that system, whatever may have been its defects, had, at any rate, the merit of teaching precision. Everything depended on the form of the action, and the pleader had to be sure that the particular facts which he was prepared to prove supported the form of action which he chose, otherwise he might be nonsuited and have to begin over again with a different form of action. But litigation is not carried on for the sake of sharpening the wits of the contending advocates, and the process is now practically reversed. The plaintiff states his facts and trusts to the court finding in them some cause of action. Pleading, however, is not now a matter of course, nor is the procedure in all actions the same. Mr. Odgers carefully explains the various modes in which an action can be started, and the exceptional

cases in which pleadings can be delivered without leave. In other cases the parties must satisfy the master that pleadings are necessary in order to put the case in a proper condition for trial. As to the pleadings themselves, Mr. Odgers emphasizes the fundamental rule that the pleadings must state facts, and not law, and he gives numerous illustrations of how this rule should be applied in various actions. This part of the book is followed by chapters dealing with discovery and interrogatories, and with the preparation of the evidence; and the proceedings at the trial and the various forms of execution by which the judgment is enforced are explained. The text of the book concludes with a useful chapter on costs, which has been re-written for the present edition, and the pleading rules, with precedents of pleadings, are given in the appendices.

Books of the Week.

Supplement to the Catalogue of the Library of the Law Society, 1891-1906. By WALTER M. SINCLAIR, B.A., Librarian. Spottiswoode & Co. (Limited).

Sweet & Maxwell's Diary for Lawyers for 1907. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, one of the Editors of the Annual Practice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

The Law Magazine and Review: A Quarterly Review of Jurisprudence. November, 1906. Jordan & Sons (Limited).

The Law Relating to Railway Traffic. By THOMAS WAGHORN, Barrister-at-Law. Effingham Wilson.

CASES OF THE WEEK.

Court of Appeal.

Re **AN ARBITRATION BETWEEN CANNINGS (LIM.) AND THE MIDDLESEX COUNTY COUNCIL.** No. 1. 5th Nov.

LIGHT RAILWAYS ACT—COMPENSATION FOR PURCHASE OF LAND—COSTS OF ARBITRATION—TAXATION BY TAXING-MASTER—APPEAL—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 1, 2, 24; SCHEDULE I. (i.)—LANDS CLAUSES (TAXATION OF COSTS) ACT, 1895 (58 & 59 VICT. c. 11), s. 1—LIGHT RAILWAYS ACT, 1896 (59 & 60 VICT. c. 48), ss. 12, 13, 28.

Appeal by the Middlesex County Council from the refusal by Lawrance, J., to direct a review of taxation of costs. The Middlesex County Council obtained an order under the Light Railways Act, 1896, authorizing the construction of a light railway. This order incorporated the Lands Clauses Acts. The county council gave notice to Cannings (Limited), herein called the claimants, for the purchase of certain houses in their occupation. An arbitrator was appointed to assess the compensation, and he awarded £9,653, and directed the county council to pay the costs of the reference and award. The costs were taxed by a taxing-master of the Supreme Court, who allowed costs in excess of those specified in scale No. 3 of the Light Railways (Costs) Rules, 1898, upon the ground that the case was a complicated case, and was "other than an ordinary case" within the meaning of the clause at the end of the scale. The county council carried in objections to the taxation, but the master overruled them, and the learned judge refused to direct a review of taxation. The county council appealed, and the claimants contended that no appeal lay from the taxing-master upon the ground that in taxing the costs he acted as a *persona designata* and not as an officer of the court.

THE COURT (COZENS-HARDY and FARWELL, L.JJ.) dismissed the appeal.

COZENS-HARDY, L.J., said that the order under which the land was taken incorporated the Lands Clauses (Taxation of Costs) Act, 1895, and he could not find anything in the Light Railways Act, 1896, varying that Act or inconsistent with it. It had been held in *Earl of Shrewsbury* v. *Wirral Railway Co.* (44 W. R. 19; 1895, 2 Ch. 812) that a taxation under the Lands Clauses Act was by the taxing-master as a designated person, and not as an officer of the court subject to review. He desired to express no opinion upon the point decided by A. T. Lawrence, J., in *Baxter* v. *Midland Railway Co.* (93 L. T. 538), but, assuming that that learned judge's view was correct, that the incidence of costs under the Light Railways Act, 1896, was now to be determined by the arbitrator and not according to the rigid code contained in the Lands Clauses Act, 1845, he still thought that when, as in the present case, the arbitrator had awarded costs to be paid by the county council, such costs must be taxed at the request of the claimants under the Act of 1895.

FARWELL, L.J., concurred. The order authorizing the light railway, taken together with sections 11, 12, and 28 of the Light Railways Act, 1896, incorporated the Lands Clauses Act, including the Lands Clauses (Taxation of Costs) Act, 1895. That being so, the question mainly turned upon section 13, sub-section 3, of the Light Railways Act, 1896, which provided that "the Arbitration Act, 1889, shall apply to any arbitration under this section." A. T. Lawrence, J., held in *Baxter* v. *Midland Railway Co.* that that sub-section overrode the provision in section 34 of the Lands Clauses Act, 1845, under which the costs depended on the relative amounts of the sum offered and the sum awarded, and gave the arbitrator full discretion to determine their incidence, because under the Arbitration Act costs were in the discretion of the arbitrator. Further, he might tax or settle the amount thereof, and if he did so as part of his award there was no appeal from his finding. If, however, he did not tax or settle, or if the parties did not include such taxation in their submission, then the general jurisdiction of the court to direct taxation arose under section 1 of the Arbitration Act, 1889, by virtue of the submission being equivalent to an order of the court. But the Light Railways Act, 1896, had expressly incorporated the Lands Clauses (Taxation of Costs) Act, 1895, the sole object of which was to enable either of the parties to an arbitration to have the costs taxed by a taxing-master. He had come to the conclusion that the true result was that, although the costs might well be, as A. T. Lawrence, J., had held, now in the discretion of the arbitrator, and he might tax and settle their amount if both parties agreed, yet either party was at liberty to require them to be taxed by a taxing-master under the Act of 1895, and if this was done there was no appeal from such taxing-master's certificate. That construction left the judgment of A. T. Lawrence, J., upon which he (the Lord Justice) expressed no opinion, untouched, in that it interfered with none of the express provisions of the Arbitration Act, 1889, but displaced only the provision for taxation implied from making the submission an order of court, and it did that by virtue of an express provision in a later Act, and in so doing it conformed to the usual rule that when there were two public general Acts with inconsistent provisions the later Act prevailed, and all the more so if its provision was express and that of the earlier Act was only implied.—COUNSEL, *S. A. T. Rowlatt; Lewis Coward*, K.C., and *Bartley Dennis*. SOLICITORS, *Sir Richard Nicholson; Hyland, Atkin, & Rogers*.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **AN ARBITRATION BETWEEN COLES AND RAVENSHEAR.** No. 1. 5th Nov.

PRACTICE—APPEAL TO COURT OF APPEAL—TIME—SPECIAL LEAVE TO APPEAL AFTER EXPIRATION OF TIME—MISTAKE OF COUNSEL—R. S. C. LVIII. 15.

This was an application for special leave to appeal from an order of a Divisional Court setting aside an award of an arbitrator after the expiration of the proper time for appealing. The award was made in an arbitration arising out of a building agreement, and was in favour of the builder against the building owner. The builder desired to appeal from the order of the Divisional Court, and, as the order was not made in an action, the appeal ought to have been brought within fourteen days. But by a mistake on the part of counsel, who considered that, as the decision was in substance a judgment which finally determined the rights of the parties, the longer period of three months was available, notice of appeal was not given within fourteen days. [See *Re Croasdell and Cammell, Laird, & Co. (Limited)* (1906, 2 K. B. 569)]. By ord. 58, r. 15, "No appeal to the Court of Appeal from any interlocutory order, or from any order, whether final or interlocutory, in any matter not being an action, shall, except by special leave of the Court of Appeal, be brought after the expiration of fourteen days, and no other appeal shall, except by such leave, be brought after the expiration of three months." In support of the application it was said that the court had an absolute discretion in the matter, and that in *Cusack* v. *London and North-Western Railway Co.* (1891, 1 Q. B. 347) the court had departed from the strict view of the rule taken in *Collins* v. *Vestry of Paddington* (5 Q. B. D. 368). On the other side it was argued that the practice of the court was not to allow special leave to appeal in such a case as the present: *International Financial Society* v. *City of Moscow Gas Co.* (7 Ch. D. 241), *McAndrew* v. *Barker* (7 Ch. D. 701), *Re New Callao* (22 Ch. D. 484), and *Re Helsby* (1894, 1 Q. B. 742).

THE COURT (COLLINS, M.R., and COZENS-HARDY and FARWELL, L.JJ.) refused the application.

COLLINS, M.R., said there was no doubt that the court had power to give special leave to appeal notwithstanding the expiration of the proper time for appealing. And if the matter were free from authority, he should unhesitatingly allow the time to be extended in this case. Practice should be treated as a handmaid, and not as a mistress. The rule which he should have desired to act upon was that laid down by Bowen, L.J., in the case of *Re Manchester Economic Building Society* (24 Ch. D. 488): "If the appellant is asking for what is evidently unjust, it is clear that he ought not to have it; if he is asking for what may lead to injustice he ought not to have it except on terms which would prevent any injustice possibly being done . . . but if the person who is asking for leave to appeal after twenty-one days is only asking for what is just, why should not he have it?" But he did not feel himself at large in this matter. The latest decision of this court on the subject was *Re Helsby* in 1894. The only difference between that case and this was that there the mistake as to time was made by a solicitor's clerk instead of by counsel. Lord Halsbury, and Lopes and Davey, L.JJ., refused to treat such mistake as a ground for granting special leave to appeal. This was in accordance with the earlier case of *International Financial Society* v. *City of Moscow Gas Co.* In the face of those authorities he did not think they could now lay down a different rule. They must, therefore, refuse to give special leave.

COZENS-HARDY, L.J., said he had arrived with regret at the same conclusion. He should like to hold that, where an honest mistake had been made as to the time for appealing, and nothing had resulted therefrom that could not be remedied by an order as to costs, the court would be justified in granting special leave to appeal under ord. 58, r. 15. The course of authority on the subject had been far from uniform. The current at one time was in favour of a rigid application of the rule limiting the time for appealing. The current then turned, and the judges took a less strict view, and in 1891, following *Re Manchester Economic Building Society* came *Cusack* v. *London and North-Western Railway Co.*, in which, where the application to enter an appeal was one day late, Lord Esher, M.R., and

Bowen and Fry, L.JJ., extended the time. But in 1894 came *Re Helsby*. It seemed to him that the current had turned again, and he agreed that the application must be refused.

FARWELL L.J., said he agreed with the other members of the court that the application should be refused, but he did not share their regret. He thought that they ought to follow the rule of practice which had been laid down in *International Financial Society* v. *City of Moscow Gas Co.* and *Re Helsby*.—COUNSEL, *C. A. Russell*, K.C.; *Rawlinson*, K.C., and *W. R. Warren*. SOLICITORS, *Law & Worssam; James Morley*.

[Reported by F. G. BUCKER, Barrister-at-Law.]

MACMILLAN & CO. *v.* DENT. No. 2. 31st Oct.; 6th and 7th Nov.

COPYRIGHT—LETTERS—PUBLICATION AFTER DEATH OF AUTHOR—RESTRAINT OF PUBLICATION—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45), s. 3.

This was an appeal from a decision of Kekewich, J. (reported 54 W. R. 262; 1906, 1 Ch. 101). The question raised by the action had reference to the right to publish sixteen letters written by Charles Lamb to one Robert Lloyd between the years 1798 to 1810. On the 9th of October, 1830, Charles Lamb made his will and thereby appointed Mr. T. N. Talfourd, afterwards Judge Talfourd, and Mr. C. Ryle his executors, and after certain provisions in favour of his sister, Mary Ann Lamb, and in default of appointment by her, he gave the residue of his estate to Emma Isola, and in the event of her death to her children. Lamb died on the 27th of December, 1834, and his will was proved on the 16th of January, 1835, by both the executors. Ryle survived Talfourd and died intestate. Mary Ann Lamb died without having exercised her power of appointment under the will. Emma Isola married Edward Moxon, the publisher, and died intestate on the 2nd of February, 1891, and her son, A. H. Moxon, took out letters of administration to her estate. On the 31st of January, 1905, A. H. Moxon took out letters of administration *cum testamento annexo de bonis non* to Charles Lamb, and on the 7th of February, 1905, A. H. Moxon assigned all his rights in the sixteen letters in question to the defendant. The actual letters had found their way into the hands of a Mr. and Mrs. Steeds, and on the 5th of March, 1895, Mr. and Mrs. Steeds sold all the copyright which they possessed in these letters and the exclusive right of publishing the entire collection of letters and manuscripts of the Lloyd family for £250 to Smith, Elder, & Co., who by the agreement undertook to return the manuscripts when copied, and they received back the letters from Smith, Elder, & Co. after they had been made use of. On the 10th of November, 1898, Smith, Elder, & Co. brought out a book called "Charles Lamb and the Lloyds," in which these sixteen letters appeared, having been reproduced from the letters lent by Mr. and Mrs. Steeds for that purpose. In May, 1899, a correspondence took place between Smith, Elder, & Co. and Macmillan & Co., with reference to a licence to be granted to Macmillan & Co. to print these sixteen letters with some other letters of Charles Lamb's in an edition of Charles Lamb's letters to be edited by the late Canon Ainger. The effect of this correspondence was that a licence was granted by Smith, Elder, & Co. to Macmillan & Co., accompanied by a promise not to give a similar permission to any other publisher. At the end of 1899 Macmillan & Co. published Canon Ainger's edition of Charles Lamb's letters containing the sixteen letters in question. On the 6th of November, 1902, the defendant, being desirous of producing an edition of Lamb's letters, wrote to Smith, Elder, & Co. asking for permission to include these letters in his edition, but on the 11th of November Smith, Elder, & Co. replied that they were unable to comply with his request as they had already given exclusive permission to another firm. In the early part of 1903 a traveller of the defendant's brought to his knowledge the fact that some original letters of Charles Lamb were in the market, and on inquiry it turned out that these were the letters now in question, which were being offered for sale by Steeds and his wife. The defendant therefore entered into an agreement with Steeds for the purchase of the letters, and on the 9th of May, 1903, he paid him £250 for the sixteen letters, together with some other letters. Steeds had previously informed the defendant of his assignment of the copyright in the letters to Smith, Elder, & Co., and the receipt given by him on the 9th of May was expressed to be for the letters and also for any rights which he might still have therein. Towards the close of the year the defendant brought out an edition of Lamb's letters, including these sixteen letters. On the 30th of April, 1904, the writ in this action was issued, so that the grant of letters of administration to Lamb's estate to A. H. Moxon and his assignment to the defendant were subsequent to the commencement of the action. The plaintiffs, Smith, Elder, & Co., claimed to be the registered proprietors of the copyright in the sixteen letters, and they and their co-plaintiffs asked for an injunction to restrain the defendant from printing publishing, selling, or offering for sale any copy of any book which infringed the plaintiffs' rights in the letters in question, with incidental relief. In the court below the question at issue turned mainly upon the construction of section 3 of the Copyright Act, 1842, which, after providing that the copyright in every book (which includes letters) published in the lifetime of the author should be the property of the author and his assigns and should endure for the life of the author and seven years after his death, provided that, if the term of seven years should expire before the end of forty-two years, the copyright should endure for forty-two years, proceeded as follows: "And the copyright in every book which shall be published after the death of its author shall endure for the term of forty-two years from the first publication thereof, and shall be the property of the proprietor of the author's manuscript from which such book shall be first published and his assigns." Kekewich, J., made a declaration that the right of publication of these letters was vested in the plaintiffs Smith, Elder, & Co., and he gave the plaintiffs liberty to apply for an injunction. The plaintiffs were also entitled to a account of profits, but there would be a stay of execution in case the defendants desired to appeal. The defendants appealed from this decision.

THE COURT (VAUGHAN WILLIAMS, FLETCHER MOULTON, and BUCKLEY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that he thought that the decision of Kekewich, J., was quite right. In the present case the first question turned on the construction of section 3 of the Copyright Act of 1842. Having regard to the words of this section and in particular to the words "from which such book shall be first published," the court was bound to construe the words "author's manuscript" in their natural sense as something physical, as meaning the paper with the words inscribed on it, and not as meaning the composition independent of its inscription. The section seemed to contemplate the possibility of there being more than one author's manuscript and to give the copyright, or right of multiplying copies, to the proprietor of that manuscript of the author from which such copy should be first published. His lordship had come to the conclusion that this was the proper construction of these words, and if the Legislature intended to express that which he thought, on the true construction of the section, it did intend to express, his lordship could not conceive any better words to express this meaning. It was true that this construction involved a race or competition between the proprietors of authors' manuscripts which *primâ facie* one would hesitate to suppose to have been the intention of Parliament. It might be there was some interpretation of the words "first published" which would avoid this race or competition between the various owners of authors' manuscripts. But whatever construction might be put on the words "first published," his lordship thought that there could be no doubt but that "authors' manuscript" meant the paper on which the composition was inscribed, and not the composition independent of the paper on which it was written. Having arrived at this conclusion, the next question was, what were the rights which Messrs. Smith, Elder, & Co. acquired under their agreement of the 5th of March, 1905, with Mr. and Mrs Steeds. Under the agreement Mr. and Mrs. Steeds assigned all the copyright which they possessed and the exclusive right of publishing the letters and manuscripts belonging to the Lloyd family then transferred. Then came a provision that Messrs. Smith, Elder, & Co. should hand back these letters after using them. Strictly speaking, Mr. and Mrs. Steeds, at the moment of the execution of the agreement, possessed no copyright in these letters whatever, but his lordship's view was that, although they had no copyright, they had documents which, if they were the proprietors, gave them a right on publication to acquire the copyright, and, according to his view, the word "copyright" in the agreement ought to be read as covering the right to acquire copyright, which was vested in Mr. and Mrs. Steeds as proprietors of the author's manuscript. That the word "copyright" could be used in such a sense was clear, because in section 2 of the Copyright Act, 1842, the definition section, although that section was dealing with the right of an author and not of the proprietor of an author's manuscript, it was quite clear that the word "copyright" included not only the right of somebody after publication, which was copyright in the strict sense, but also the right of the author before publication. His lordship thought, therefore, that the intention of the agreement was to transfer this inchoate right. Then by the agreement the documents were transferred, and, if there had been nothing more, his lordship would have said that it was plain that Messrs. Smith, Elder, & Co. became proprietors by transfer of the letters which were the subject of the action. A difficulty, however, was caused by the fact that the agreement contained an engagement by Messrs. Smith, Elder, & Co. to return the letters as soon as they had been copied. In these circumstances there was some difficulty in saying that really the property in the letters so passed to Messrs. Smith, Elder, & Co. as to make them proprietors of the author's manuscript, because it looked as if the author's manuscript continued from first to last the property of Mr. and Mrs. Steeds. Messrs. Smith, Elder, & Co. having published the letters did in fact hand the letters back to Mr. and Mrs. Steeds, who sold them to the defendant subsequently to the publication by Messrs. Macmillan, the licensees of Messrs. Smith, Elder, & Co. His lordship's conclusion was that the publication from this author's manuscript, of which he would take it Mr. and Mrs. Steeds were proprietors, with the assent of Mr. and Mrs. Steeds, did vest the copyright in somebody, and, having regard to the words of the agreement of the 5th of March, 1905, the vesting was in Messrs Smith, Elder, & Co., and it was vested in them at a time when no one claiming under Mr. and Mrs. Steeds as an assign had obtained any right of copyright, such as that which Mr. Dent obtained when he purchased the letters. He thought, therefore, that the true result of the agreement of the 5th of March, 1905, as acted upon by the publication of the letters, was to vest in Messrs. Smith, Elder, & Co., who had already acquired the right of acquiring a right of copyright under the agreement, the actual right of copyright so soon as there was actual publication from the author's manuscript. Then it was said by counsel for the appellant that Charles Lamb had acquired some right of copyright, not under the Copyright Act, 1842, but under the statutes of 8 Anne, c. 19, and 54 Geo. 3, c. 156, which were the statutes relating to copyright which were in force during Lamb's life-time. In the course of the argument in the present case it was admitted on both sides that the copyright which was the subject of these two Acts of Parliament was a copyright which could be acquired only after publication, and it was admitted that these letters were not published in Charles Lamb's lifetime. Of course, the word "publication" in a copyright case did not bear the same meaning as it did in connection with libel, for instance, because in dealing with libel publication to one person was sufficient for the purpose of supporting the action, but in the case of copyright it was not publication to one man, but publication to

the public generally that was required; and, therefore, publication to friends of the author, or even to students to whom the author was lecturing, was not publication within the meaning of the Copyright Act, the publication in such cases being on a condition which was inconsistent with its communication to the public. When this fact of non-publication in the lifetime of Charles Lamb was borne in mind it was plain that copyright in the statutory sense of the word—*i.e.*, copyright after publication—could not arise in the present case; but it was said that there might be that copyright, which was a common law right of the author before as well as after publication. The answer was that that could not apply in the present case because, whatever the common law rights of the author were before publication, the necessary effect of section 3 of the Copyright Act, 1842, was to destroy those rights and transfer them to the proprietor of the author's manuscript. Of course, the Copyright Act, 1842, was not in force during Lamb's lifetime, but there was nothing in the Act of 8 Anne which vested in the personal representatives of an author anything except the statutory right created by publication. The case of *White* v. *Geroch* (2 B. & A. 308) was relied on as shewing that under the statute of 8 Anne, or 56 Geo. 3 which extended it, some statutory right was vested in the author prior to publication. In his lordship's opinion that was not so. He thought that the appeal must be dismissed, with costs.

FLETCHER MOULTON, L.J., delivered judgment to the same effect.

BUCKLEY, L.J.—At the date of Charles Lamb's death, the statute which was in force relating to copyright was 8 Anne c. 19. It has been argued that, notwithstanding that there had been no publication down to the date of the repeal of that Act by the Act of 1842, there was nevertheless in existence in 1842, and vested in Charles Lamb's representative, a copyright of these letters, and that that right was saved by the last words of section 1 and by section 28 of the Act of 1842. In my opinion there was no such copyright in existence in 1842. Under the statute of Anne the author of a book "composed and not printed and published" (which is the present case) is given the sole liberty of printing for fourteen years to commence from the day of first publishing the same. Until publication there is no copyright. *White* v. *Geroch* (2 B. & A. 298) was pressed on us as a decision to the contrary. The question argued and decided in that case was whether there having been publication by the sale of manuscript copies printing was under the statute of Anne a condition precedent to copyright. The decision was that the statute of Anne gives a copyright in works composed and not printed, not that it gives a copyright in works not published. For the present purpose there is nothing else in the case. When the Act of 1842 was passed there was, therefore, no subsisting copyright which was saved by the saving clauses of that Act. The question to be resolved is thus reduced to the determination of the last words of section 3 of the Act of 1842. It has been argued on this section that the "author's manuscript" means "the abstract thing"—viz., the literary composition as distinguished from the concrete thing, meaning the expression of that literary composition in characters upon paper. I agree that there exists in an author a right of property in the literary composition as distinct from the concrete thing, the words written upon the paper. The decision in *Pope* v. *Curl* (2 Atk. 342), as understood and explained in *Perceval* v. *Phipps* (2 V. & B. 19), rests no doubt upon this, that as between the writer and addressee of a letter, notwithstanding the fact that the latter is entitled to the letter, meaning the paper on which it is written, yet the writer has a right of property in the letter based upon his right as composer. Charles Lamb, therefore, and after his death his legal personal representatives, had no doubt certain rights of property in these letters—viz., those which result from the fact that Charles Lamb was their author, and I agree that a determination of the statutory right of copyright does not exhaust these rights. There exist at common law in the writer of a letter certain rights apart from copyright, such as, for instance, the right to restrain the receiver from publishing the letter. Instances of the successful assertion of this right are found in *Queensberry* v. *Shebbeare* (2 Eden 329), *Gee* v. *Pritchard* (2 Sw. 402). But the right to restrain the receiver from publishing is one thing, the right in the author himself or his representatives to publish and obtain copyright is another thing. It is the latter we have to consider, and the latter is governed wholly by statute. It remains to determine what is the true meaning of the words "the proprietor of the author's manuscript." In my judgment the author's manuscript is not the abstract thing, the literary composition, but the concrete thing, the paper upon which the idea is expressed. It is from the latter, not the former, that the book can be published. That which can be the subject of property is the expressed thought, not the unexpressed thought, and where the author is dead, the right to copyright is to be traced, not from the author, the person who composed the literary composition, but from the first publisher of the author's manuscript. I do not feel any difficulty based on the argument that it may result from this view of the Act that after the writer's death the addressee of the letter could publish notwithstanding objections raised by the author's representatives, thus exposing the writer and his family to disclosure of documents which might be private and confidential. It does not follow that because the copyright, if there be publication, will be in the person who, being proprietor of the author's manuscript, first publishes that that person is entitled to publish. The common law right to which I have referred would be available to enable the legal personal representatives in proper circumstances to restrain publication. I agree that the appeal should be dismissed with costs.—COUNSEL, *Danckwerts*, K.C., and *Sebastian*; *Scrutton*, K.C., and *R. A. Wright*. SOLICITORS, *Cheston & Sons*; *Surr, Gribble, & Oliver*, for *S. Hosgood*, Pershore.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **WRIGHT. MOTT** *v.* **ISSOTT.** Kekewich, J. 31st Oct.; 7th Nov.

WILL—CONSTRUCTION—CONDITION AS TO RESIDENCE AND CONDITION AGAINST MARRIAGE—VALIDITY OF.

This was an adjourned summons taken out by trustees for the determination of certain questions arising on the construction of the will of the testator. By his will dated the 16th of September, 1889, the testator gave a leasehold house to his trustees upon trust to allow the defendant Mrs. C. E. Issott (therein called C. E. Couldrey) "to hold and occupy the same during her lifetime free from all payments in respect of rent, rates, taxes, insurance, and repairs, but subject to the proviso and condition hereinafter mentioned, and to her residing upon the said premises during her lifetime." The proviso was to the effect that after the death of the testator she should remain single and unmarried, and that in event of her marrying she should forfeit the bequest. On her death or her failure to fulfil the conditions and provisoes the property was to fall into the residue. The testator died on the 7th of April, 1890. The defendant married on the 21st of March, 1894. Shortly after the death of the testator the defendant took up her residence at the house in question, and continued to reside there until April, 1904, when her husband rented another house, to which the family removed. The defendant then let the house to weekly tenants, retaining, however, the use of two rooms and the kitchen. She had the key of the front door, and had at all times free access to the house, and since April, 1904, she had lived partly at the house and partly at her husband's house. The question arose whether the defendant had broken the condition as to residing at the house, and, if she had done so, whether the condition was valid. For the defendant it was urged that she had not broken the condition, as it did not compel her to occupy the whole of the premises, nor to reside there and nowhere else: *Re Moir, Warner* v. *Moir* (32 W. R. 37, 25 Ch. D. 605). If the defendant had broken the condition, then it was urged as an alternative that the condition was void: *Wilkinson* v. *Wilkinson* (15 SOLICITORS' JOURNAL 540, 764, 12 Eq. Cas. 604). The condition is limited with the condition against marriage, and as the latter condition fails, the former should fall with it. *Morley* v. *Bramoldson* (39 SOLICITORS' JOURNAL 283; 1895, 1 Ch. 449) and *Walcot* v. *Botfield* (2 W. R. 393, Kay 534) also cited. For the residuary legatee it was contended that the testator did not impose the condition as to residence with a view to the upkeep of the house, as in the case of a mansion-house, but with a view to providing the defendant with a home until such time as she had another home provided for her. Since April, 1904, she had had another home, and she had, in fact, broken the condition. With respect to the failure of the condition against marriage, it was contended that it could not be said that because one condition in a will failed therefore the other conditions failed: *Dunne* v. *Dunne* (7 De G. M. & G. 207) and *Wynne* v. *Fletcher* (24 Beav. 430, 7 W. R. Dig. 111) cited.

KEKEWICH, J., in giving judgment, said that he could not think that what the defendant did amounted to "residing." She did not use the house as her residence or her home. The testator must be taken to have intended that she should make it her home. If, therefore, it had been necessary to decide whether there had been a forfeiture, the court would have been bound to hold that there had been. But in order to construe the condition as to residence it was necessary to bring in the subsequent condition, which was an express condition against marriage. It did not matter that the latter condition was bad. The words "during her lifetime" must have been intended to mean so long as she was capable of residing at the house according to the terms of the will. The true construction of the will was that the house was to be given to the defendant, subject to her residing there so long as she remained unmarried. The words must be restricted in that way. The result was that, the defendant having married, the condition as to residence was no longer operative, and that the defendant was entitled to the house freed and discharged from the said condition.—COUNSEL, *P. O. Lawrence*, K.C., and *Manning*; *B. A. Hall*; *Pattisson*. SOLICITORS, *Claremont & Haynes*; *Newton, Lewin, & Lovett*.

[Reported by P. JOHN BOLAND, Barrister-at-Law.]

Re **DE NICOLS. DE NICOLS** *v.* **CURLIER.** Kekewich, J. 2nd Nov.

PRACTICE—COSTS—SHORTHAND NOTES—TRANSCRIPT—TAXATION—TAXING-MASTER'S DISCRETION.

This was a motion by certain defendants in the action of *De Nicols* v. *Curlier*, asking that they should be allowed certain costs in relation thereto. The said action related to the estate of D. N. de Nicols, and the present applicants were interested as beneficiaries therein. By an order dated the 4th of April, 1905, it was referred to the taxing-master to tax, as between solicitor and client, the costs of the plaintiffs and defendants, including the plaintiffs' costs "of and incident to the taking of the shorthand writer's notes and the transcript thereof." The present applicants had also employed a shorthand writer, but as the said order was silent in respect to the costs incurred thereby the taxing-master refused to allow them such costs. The applicants thereupon brought this motion, asking that the taxing-master should be directed to allow them such costs. The matter came before the court on the 10th of August, 1906, when it stood over. In the meantime Kekewich, J., wrote to the senior taxing-master inquiring as to the general practice of the Taxing Office in such cases where no express directions have been given in the order directing taxation; and if it was the general practice not to allow such costs, what special circumstances were regarded as sufficient to justify a departure from that practice. In answer to that letter his lordship received the following reply: "Shorthand notes are an unusual expense (*Re Blyth and Fanshawe*, 27 SOLICITORS'

JOURNAL 119, 10 Q. B. D. 207, and *White* v. *Bolckow, Vaughan, & Co.* (*Limited*), 35 SOLICITORS' JOURNAL 2, 25 L. J. N. C. 125), and would as a general rule be disallowed even on a solicitor and client taxation against a fund or estate, which we gather is the form of taxation in *De Nicols* v. *Curlier*; but the taxing-masters consider that on such a taxation they have a discretion on the subject in exceptional cases (see *Re Nation, Nation* v. *Hamilton* (32 SOLICITORS' JOURNAL 59, 57 L. T. 648). The discretion to allow the costs of shorthand notes is exercised very sparingly. It is difficult to define special circumstances which would influence a taxing-master to allow such costs, but the amount of the estate, the interest of the party who incurs the costs, and the nature of the proceedings are taken into consideration. If there is a substantial estate, and complicated questions were dealt with by the judge, rendering it prudent to have a precise record of the judge's decision or directions, then probably the masters would allow the costs of a shorthand note. If the judge has made an order dealing with shorthand notes in the case, or a part of them, the taxing-master would not go beyond the order."

KEKEWICH, J., in giving judgment, read the above letter, and said that it was a valuable certificate, and seemed to be perfectly sound. In the present case the costs of the applicants should include the costs of taking a shorthand note and the transcript, and the costs of the trustees of the will and of the plaintiffs in the action should include the costs of a copy of the transcript of the shorthand note. The costs of any other notes and transcripts to be dealt with by the taxing-master in his discretion on the lines of the above letter. The same order to be made as to the costs of the present application as on the 4th of April, 1905.—COUNSEL, *P. O. Lawrence*, K.C., and *Whinney*; *F. Thompson*; *Elgood*. SOLICITORS, *Frere, Cholmeley, & Co.*; *Hicks, Arnold, & Mozley*; *Tyrrell, Lewis, & Co.*

[Reported by P. JOHN BOLAND, Barrister-at-Law.]

Re **STANDARD ROTARY MACHINE CO. (LIM.)** Kekewich, J., 2nd and 5th Nov.

COMPANY—DEBENTURES—FLOATING CHARGE—DEPOSIT OF SHARES WITH BANK—PRIORITY.

This was a motion by the trustees of the London, City, and Midland Bank, asking that the register of members of the company might be rectified by removing the name of John Cave & Sons (Limited) therefrom as holders of 5,000 shares of £1 each, and inserting the names of the applicants, and that the company should be ordered to register the applicants as the owners of such shares. In 1903 John Cave & Sons (Limited) issued debentures which were a floating charge on the property of the Cave company, but so that the Cave company might from time to time mortgage or charge the same premises in favour of its bankers for the time being for securing all moneys then or at any time owing by the Cave company to them, but not exceeding at any one time the sum of £20,000, but so that the Cave company should not be at liberty to create any mortgage or charge ranking in priority to or *pari passu* with the said debentures. The said debentures were registered under the Companies Act, 1900. The Cave company had 12,095 shares of £1 each in the company standing in its name. By a memorandum of deposit, dated the 10th of April, 1905, the Cave company deposited with the said bank 5,000 of the said shares as a security for the payment to the bank of any sum or sums of money for the time being owing to the bank by the Cave company. The shares were transferred to the applicants, and notice of the transfer was duly given to the company. On the 14th of July, 1906, a receiver and manager of the Cave company was appointed by an order in a debenture-holder's action. The applicants, having received notice of such appointment, sent the transfer of the shares to the company for registration, but the company refused to register it, on the ground that they had received notice from the receiver of the Cave company not to deal with the shares. The applicants therefore brought this motion. For the applicants it was urged that at the times the shares were deposited with them they did not know of the existence of the debentures, and that even if they had known of the debentures they were not bound to inquire whether there was any clause in them restricting the Cave company from dealing with the assets as against the debenture-holders: *Re Valletort Sanitary Steam Laundry Co.* (*Limited*) (47 SOLICITORS' JOURNAL 647; 1903, 2 Ch. 654). For the receiver it was contended that the Cave company had no power to mortgage or pledge its assets in priority to the debentures, and that, the debentures being registered, and the clause prohibiting such a charge being an extremely common one, the bank ought to have known of the existence of these debentures and of the prohibiting clause therein contained, and that therefore the applicants could not make good their claim as against the prior charge of the debenture-holders, to have the register rectified.

KEKEWICH, J., in giving judgment, said that the question was whether the charge to the bank was good as against the receiver, who represented the debenture-holders. It was said that the debentures had to be registered, and that therefore the bank had notice of everything contained in them, and were bound to inquire whether there was any clause restricting the Cave company from dealing with the assets as against the debenture-holders. Were they bound to do so? The question has been decided in *Re Valletort Sanitary Steam Laundry Co.* (*Limited*), a case that is recognized as sound law. The bank, therefore, were entitled to be registered as the owners of the shares.—COUNSEL, *P. O. Lawrence*, K.C., and *Holden*; *Hewitt* and *Paterson*; *Beddall*. SOLICITORS, *Devonshire, Monckland, & Co.*; *Iliffe, Henley, & Sweet*, for *Burnham, Son, & Lewin*, Wellingborough; *Paksman & Reed*.

[Reported by P. JOHN BOLAND, Barrister-at-Law.]

Re **ANGLO-ITALIAN BANK (LIMITED AND REDUCED).** Warrington, J. 13th Nov.

COMPANY—PRACTICE—REDUCTION OF CAPITAL—PAYING OFF CAPITAL IN EXCESS OF COMPANY'S WANTS—PROCEDURE—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), ss. 9, 15—COMPANIES ACT, 1877 (40 & 41 VICT. c. 26), ss. 3, 4.

Petition. This was a petition by the company for the sanction of the court to a reduction of the capital of the company by returning to the shareholders cash not required for the purposes of the company to the amount of £4 per share and by reducing the nominal amount of the shares from £5 to £1. The company was incorporated in 1866 with a capital of £400,000 divided into 20,000 shares of £20 each, of which £15 was paid up. By special resolutions duly passed and confirmed the capital of the company had been from time to time reduced until at the date of the resolution hereinafter mentioned it stood at £50,000 divided into 10,000 shares of £5 each. On the 6th of June, 1906, the company passed, and on the 22nd of June confirmed, a special resolution in the following terms: "That the capital of the company be reduced from £50,000 divided into 10,000 shares of £5 each credited as fully paid up to £10,000 divided into 10,000 shares of £1 each, and that such reduction be effected by returning to the shareholders cash to the extent of £4 per share upon each of the said 10,000 shares and by reducing the nominal amount of each of the said shares from £5 to £1." At the date of this resolution the capital of the company was largely in excess of the wants of the company. The petitioners referred to *Re Calgary and Edmonton Land Co.* (50 SOLICITORS' JOURNAL 126; 1906, 1 Ch. 141), in which Buckley, J., had held that the court could not approve a minute which stated that capital had been returned until this had actually been done; and to *Re Less Brook Spinning Co.* (54 W. R. 563; 1906, 2 Ch. 394), in which Swinfen Eady, J., laid down that the order of the court and the registration of the minute were to precede any repayment of capital.

WARRINGTON, J., confirmed the reduction, and, following the decision of Swinfen Eady, J., approved of a form of minute in the following terms:—"The capital of the Anglo-Italian Bank (Limited) (incorporated A.D. 1866) is £10,000 divided into 10,000 shares of £1 each, instead of £50,000 divided into 10,000 shares of £5 each. At the date of the registration of this minute each share is to be deemed to be fully paid up."—COUNSEL, *P. B. Abraham*. SOLICITORS, *Clements, Williams, & Co.*

[Reported by EDWARD J. M. CHAPLIN, Barrister-at-Law.]

Re **MARY KING. MELLOR** *v.* **SOUTH AUSTRALIAN LAND MORTGAGE AND AGENCY CO. (LIM.).** Neville, J. 6th Nov.

ADMINISTRATION — CONTINGENT LIABILITIES — DISTRIBUTION — PRACTICE — R. S. C. LV. 3 (B) (G), 5A (A)—PARTIES.

Originating summons. This was a summons taken out by the executors of the will of Mary King asking for a declaration that they were entitled to distribute her residuary estate among the persons beneficially interested, notwithstanding the liability of the estate in respect of certain shares, on the persons beneficially interested undertaking to refund such part (if any) of the estate paid to them as the court might direct, to answer any claim which might subsequently be established in respect of the said shares. The testatrix, who died in 1904, left all her residuary estate to her sisters and their children. Part of her estate consisted of 524 shares of £10 each in the defendant company. Only £4 had been paid on each share. No call had so far been made. All the residuary legatees as well as the company were made defendants. At the hearing a question was raised on a point of practice. It was urged on behalf of the company that the company ought not to have been made a party to the summons. In support of this the case of *King* v. *Malcott* (9 Ha. 692) was cited.

NEVILLE, J., in upholding the objection, said that no case could be cited shewing that a person with only a possible future claim against a deceased person's estate was a proper party to any litigation connected with the administration of such estate. The case of *King* v. *Malcott* shewed that a person with such a claim had no rights which he could enforce in an administration action. The rights must be correlative, therefore, in his opinion, the company in this case could not be made a party adversely. The presence of the company was defended by reason of ord. 55, r. 5A (*a*), which orders a summons of the present kind to be served upon "the persons, or one of the persons, whose rights or interests are sought to be affected." However, the jurisdiction of the court was not enlarged by the rules, and as the company could not have been made a party before the rules, it could not be now. The plaintiffs must pay the costs. On the main question of the summons, he held that it appeared to be the practice to allow distribution of the estate where contingent liabilities existed. The practice, however, was not very satisfactory. The fact that an indemnity was required from the beneficiaries to the executors seemed inconsistent with the complete protection of the latter by the order. As, however, in this case the beneficiaries had offered an indemnity he would not interfere. The summons must be amended by asking for administration, otherwise the court would have no cognizance that the debts were paid. There would be an order for an inquiry as to debts, the rest of the summons standing over.—COUNSEL, *Jenkins*, K.C., and *Mansfield*; *Clauson*; *Austen-Cartmell*; *Waggett*. SOLICITORS, *Sim & Syms*; *Frankfields*; *H. H. Price*; *Biddle & Co.*

[Reported by R. E. V. BAN, Barrister-at-Law.]

High Court—King's Bench Division.

DOUGLAS *v.* **SMITH.** Div. Court. 7th Nov.

REGISTRATION OF ELECTORS—HOUSEHOLD QUALIFICATION—PART OF HOUSE—"INHABITANT OCCUPIER OR LODGER"—RESIDENT LANDLORD—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT. c. 102), ss. 3, 4, 61—

PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), s. 5.

Case stated by the revising barrister for the borough of Hackney. The appellant, Henry Douglas, contended that his name ought to be retained of the list of persons entitled to be registered as Parliamentary electors for the borough of Hackney notwithstanding a notice of objection which alleged that he had not occupied the qualifying premises as owner or tenant for twelve months immediately preceding the 15th of July in this year, but had occupied them merely as a lodger. The appellant's name had been placed on the list by the town clerk on information obtained by him in answer to inquiries which he had made in consequence of what he thought to be the effect of the decision of the Court of Appeal in *Kent* v. *Fittall* (1906, 1 K. B. 60)—namely, as a tenant occupier of a dwelling-house being part of a house, such part being separately occupied (by that person) as a dwelling-house within the meaning of the Representation of the People Act, 1867, and the Parliamentary and Municipal Registration Act, 1878. The revising barrister found as facts: (1) That the house, part of which was alleged to be separately occupied as a dwelling-house, was itself a house of the description known as an ordinary dwelling-house; (2) that the immediate landlord to whom the appellant paid his rent resided in the house; (3) that such landlord was rated for the entire house as a separate tenement. To rebut the objection a paper in question and answer form was produced, signed by the appellant and by the resident landlord, which it was contended was sufficient to rebut the *prima facie* proof afforded by the facts above mentioned. The answers to the questions were that the appellant had lived in the house since November, 1899; that he occupied five unfurnished rooms; that the landlord had no right to enter his rooms; that he could lock up the rooms; that he had a key to the street door and could go in and out as he liked; and that the landlord had no control whatever over the rooms. The barrister held that this document did not rebut the *primâ facie* proof afforded by the facts he had found, and he accordingly held that the appellant occupied merely as a lodger, and expunged his name from the list. A claim had also been made by the appellant for a lodger's vote, and this, in the opinion of the revising barrister, strengthened to some extent the *primâ facie* proof afforded by the finding of fact.

Lord ALVERSTONE, C.J., said that although the Court of Appeal had allowed the appeal from their decision in *Kent* v. *Fittall*, it was not on the point of law, but only upon a question of construction upon the facts which the revising barrister appeared to have found. The Court of Appeal said the barrister must find the facts in each case, and had not power to make statements upon which the court could draw inferences of fact. Nothing that he said was intended to lay down the principle that where there was not a finding of fact that the landlord had control, it was sufficient to shew that the landlord resided in the house to support an objection. A revising barrister was not bound by the ordinary rules as to taking evidence. He was not bound to accept the evidence contained in these answers as sufficient without other evidence (and here no other evidence had been tendered) to rebut the *primâ facie* proof of the objection. In the case of *Kent* v. *Fittall* the barrister had found that the occupier had an independent occupation of the room and that the landlord did not reserve to himself any right of control, or dominion, or mastership over the room. The revising barrister decided that for the purposes of the franchise the tenant in that case was an inhabitant occupier. He therefore disallowed the objection. The Court of Appeal, reversing the decision of this court, held that the revising barrister had not come to a wrong conclusion in point of law and that his decision must therefore stand. The revising barrister had a discretion and it was open to him to accept or reject a particular statement. If the barrister had taken the statements in this document as evidence, though he expressed no final opinion, the *onus* might have been shifted upon the respondent to shew that the finding was inconsistent with the decision of the Court of Appeal in *Kent* v. *Fittall*. For these reasons he thought the appeal should be dismissed.

RIDLEY and DARLING, JJ., gave judgment to the same effect.—COUNSEL, *Danckwerts*, K.C., and *J. A. Johnston*; *Lewis Coward*, K.C., and *W. H. Clay*. SOLICITORS, *Radford & Frankland*; *W. H. Bishop*.

[Reported by ERSKINE REID, Barrister-at-Law.]

LARCOMBE *v.* **SIMEY.** Div. Court. 7th Nov.

REGISTRATION OF ELECTORS—SERVICE FRANCHISE—COACHMAN—INHABITANT OCCUPIER—PERIOD OF RESIDENCE—ABSENT THROUGH HIS MASTER'S ORDERS FOR MORE THAN FOUR MONTHS—DISQUALIFICATION—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT. c. 102), s. 3—ELECTORAL DISABILITIES REMOVAL ACT, 1891 (54 & 55 VICT. c. 11).

Case stated by the revising barrister for the Wellington Division of Somerset. An objection was made to the name of George Goodchild being retained on Division 2 of the list of electors for the parish of Luccombe on the ground that he had not occupied the qualifying property for twelve months preceding the 15th of July, 1906. Goodchild was coachman to Mr. Chadwyck-Healey, K.C., who was the owner of a house and grounds in that parish, and occupied during the time that Mr. Chadwyck-Healey was at Luccombe a house on the grounds called the stable cottage. He could send his wife and family down to stable cottage when he liked, and could leave them there during any time of the year he wished, while he was away with his master. During the year in question Goodchild resided at the cottage from the commencement of July, 1905, to the 20th of October, 1905, and again he stayed there from December until the 1st of February, 1906. The revising barrister was of opinion that the Electoral Disabilities Removal Act, 1891, being passed to remove certain disabilities, did not apply to such a case as this, as otherwise every servant who occupied a dwelling-house by virtue of his service and resided there more than four months of the qualifying period in one house and more than four months in another, and had to change houses whenever his master ordered him to do so, would be disqualified from being registered as a parliamentary elector in either place in which he resided. He therefore held that George Goodchild was entitled to be registered in the list of voters for Luccombe. The objector appealed. Counsel for the appellant submitted that a person could not establish his claim for a service franchise vote through absence from home if he would also fail on that ground to establish his claim as an inhabitant occupier. A break of residence did not necessarily mean disqualification, yet there was a disqualification where the absence through his master's orders was for more than four months. *Ford* v. *Barnes* and *Ford* v. *Elmsley* (16 Q. B. D. 254) were cited and relied on. The statute of 1891 only gave a remedy subject to the proviso that the compulsory absence should not exceed four months at any one time, and that Act did not apply if the man could not return to his home without breaking a legal obligation. No one appeared for the respondent.

Lord ALVERSTONE, C.J., said the appeal must be allowed. A claimant for the service franchise must fulfil the same conditions with regard to residence as were required from an inhabitant occupier for the purpose of qualification for voting before he could obtain his vote. It had been decided that a man who was compelled to live away from the qualifying house longer than four months lost his vote, and that was so even if his wife and family were living at the house during his absence. The Act 50 & 51 Vict. c. 9 was passed to enable a police officer to be registered in respect of the occupation of a dwelling-house, notwithstanding the fact that he had been away on duty for a period not exceeding four months. That included all persons who inhabited a dwelling-house by virtue of their office or service. By the Act of 54 & 55 Vict. c. 11 that relief was extended to any office, service, or employment. Unless, therefore, it could be shewn that the claimant in this case acquired no qualification at all, he came within the provisions of the latter statute, and having been absent from his dwelling-house compulsorily for a period which exceeded the four months allowed by the Act, he lost his vote.

RIDLEY, J., agreed. The court was bound to follow the previous decisions, and it followed from them that if the claimant for a service vote was absent from home, which absence could not be broken without committing a breach of a legal obligation, that absence disqualified the claimant.

DARLING, J., concurred.—COUNSEL, *Raymond Asquith*. SOLICITORS, *Russell, Cooke, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

BASTABLE *v.* **LITTLE.** Div. Court. 6th Nov.

CRIMINAL LAW—OBSTRUCTION OF POLICE—MOTOR-CAR—POLICE "TRAP" TO OBTAIN EVIDENCE OF SPEED—PERSON WARNING MOTORISTS OF "TRAP"—PREVENTION OF CRIMES ACT, 1871 (34 & 35 VICT. c. 112), s. 12—PREVENTION OF CRIMES AMENDMENT ACT, 1885 (48 & 49 VICT. c. 75), s. 2.

This was a case stated by two justices for the borough of Croydon. On the 23rd of March, 1906, an information was laid by Charles Bastable (hereinafter called the appellant) against William Farmer Little (hereinafter called the respondent), for that he did on the 4th of March, 1906, in London-road, Croydon, wilfully obstruct police constables Henry Harris and Percival Suter in the execution of their duties as police constables, contrary to the statutes 34 & 35 Vict. c. 112, s. 12, and 48 & 49 Vict. c. 75, s. 2. Upon the hearing of the information the following matters were proved: On the 4th of March, 1906, the two police constables Harris and Suter were engaged under and pursuant to the orders of the Commissioner of Police on special duty in the London-road, which road is much used by all kinds of traffic, vehicular and pedestrian, between the hours of 11 a.m. and 12 noon in observing and timing the speed of motor-cars driven along that road, for the purpose of securing that such cars should not be driven at an unlawful rate of speed, or otherwise in contravention of the Motor-car Acts, 1896 and 1903. Before the acts of the respondent hereinafter mentioned the metropolitan police authorities had caused three several distances of one furlong each (with intervals between them respectively) to be measured off upon the said road, so that by timing cars as they passed over the measured distances the rates of speed at which such motor-cars were being driven could be accurately ascertained. At the time of the acts of the respondent complained of in the information the said police constables were waiting to observe the speed of any motor-car that might pass over the aforesaid measured distances. The constables were at the time in question employed in the above manner under the directions of the Commissioner of Police and in performance of their duty as metropolitan police constables. The respondent, while the police constables were so engaged, by means of signals made with his hand and with a sheet of newspaper, and in one instance by calling out the words "Police trap," warned the drivers of motor-cars which he saw approaching the measured distance that the police were on the watch aforesaid. By such means the said drivers may have been enabled to avoid travelling at an illegal speed over the measured distance, the cars in every case slackening speed on the drivers being warned. The respondent, at the time when he gave the warning above-mentioned, was fully aware that the police constables were then engaged upon the above duty. The warnings of the respondent were repeated by him upwards of a dozen occasions during a period of forty minutes while the police constables were engaged upon the said duty. The respondent was not acting in concert with the drivers of motor-cars nor was he in any way connected with any person or body of persons interested in the driving of motor-cars. The justices were of opinion that the acts of the respondent did not in law constitute an obstruction of the police constables in the execution of their duty within the meaning of the aforesaid statutes, and that there was no evidence of any obstruction, wilful or other, within the meaning of these statutes; they

accordingly dismissed the information. The Prevention of Crimes Act, 1871, s. 12, provides: "Where any person is convicted of an assault on any constable when in the execution of his duty" he shall be guilty of an offence. The Prevention of Crimes Amendment Act, 1885, s. 2, provides: "The provisions of the 12th section of the said recited Act (1871) shall apply to all cases of resisting or wilfully obstructing any constable or peace officer when in the execution of his duty." Counsel for the appellant argued that the magistrates ought to have convicted. The police constables were discharging their duty; the warnings were not given to prevent the offence being committed, but to prevent evidence being obtained in support of an offence that had already been committed. It was true that the magistrates had not found as a fact that any actual offence had been committed, but they found that in every single case the motor-cars were slowed down. In *Reg.* v. *Stephenson* (15 Cox. C. C. 679) the offence was the burning of a body whereby the coroner was unable to perform his duty of holding an inquest upon it. It was analogous to the present case. It could not be contended that the amended section referred only to physical obstruction, because that would have been covered by the term "assault," and the amendment would have been unnecessary. Counsel for the respondent contended that the section referred to something in the nature of a physical obstruction. The magistrates had not found that any crime under the Motor-car Acts had been committed, and it was absurd to say that a person might not warn another not to commit an offence for fear the police should be robbed of their lawful prey. It might with equal force be argued that clergymen and schoolmasters would commit an offence if they warned their flock or children, as the case might be, to be good and not commit crimes.

THE COURT (Lord ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., in the course of his judgment, said the case was one of great difficulty, and although he was not satisfied that no offence had been committed, he was satisfied that no offence had been committed under that section. He did not think the section applied where the acts done were only to third persons who might or might not be criminals, and not with reference to the police, although he wished to guard himself from saying that obstruction meant necessarily physical obstruction. If a man warned night poachers that the police were coming it could not be said that an offence under the section had been committed. Moreover, in the present case the magistrate had not found that any motor-car was running so as to exceed the speed limit, nor was the respondent acting in conspiracy with the motorists. The appeal must be dismissed.

RIDLEY and DARLING, JJ., gave judgments to the same effect.—COUNSEL, *Danckwerts*, K.C., and *Bodkin*; *Avory*, K.C., and *Hemmerde*. SOLICITORS, *Wontner & Sons*; *Campbell, Hooper, & Todd*.

[Reported by MAURICE N. DEUCQUER, Barrister-at-Law.]

REX *v.* **JUSTICES OF LEEDS.** *Ex parte* **BINNS.** Div. Court. 8th Nov.

LICENSING LAWS—RENEWAL OF LICENCE—COMPENSATION AUTHORITY—COUNTY BOROUGH—WHOLE BODY OF JUSTICES—MAJORITY OF THE WHOLE BODY OF THE JUSTICES—LICENSING ACT, 1904 (4 ED. 7, c. 23), ss. 1, 5, 8.

This was a rule *nisi* calling on the whole body of justices for the county borough of Leeds constituting the compensation authority for the borough within the meaning of the Licensing Rules, 1904, to shew cause why a writ of *certiorari* should not issue to bring up and quash an order made by them at a meeting purporting to be the principal meeting of the compensation authority for the borough on the reference of the renewal of the beer and wine on-licence of the Britannia Inn, Castle-street, Leeds, in regard to which said reference the justices refused the renewal, subject to compensation. There was also a rule *nisi* for a prohibition to prohibit them from proceeding to act on or consider the report of the licensing committee of the borough referring to the compensation authority of the borough the matter of the renewal of the licence and from proceeding to assess the compensation. The grounds upon which the rules were obtained, were that neither the whole body nor the majority of the justices were present or acting, and that the assembly of the justices was improperly constituted and acted without jurisdiction. The justices did not shew cause by counsel, but the following facts appeared from affidavits: The Licensing committee for the county borough of Leeds, who are also the renewal authority under rule 2 of the rules to the Licensing Act, 1904, in March last reported a number of licensed houses under the terms of the Act to the compensation authority which under the Act and the rules thereto is the whole body of justices for the borough. There are on the commission of the peace for the city of Leeds sixty-seven justices, of whom not fewer than fifty-eight were said to be disqualified from sitting at the meetings of the compensation authority. At the principal meeting of the compensation authority in June last there were only eighteen, and at the adjourned meeting only twelve justices present (some of these having sat as members of the renewal authority when the renewal of these licences was applied for), and it was objected on behalf of the licensees of several houses that the court was not legally constituted, as the justices present were not the whole body of justices for the borough as required by the Licensing Act, 1904, and it was contended that, as there had been no delegation of the powers of the whole body of justices under section 5 (2) of that Act to a committee, and no rule had been made for the number, quorum, or procedure of such committee in accordance with the Act, the parties were entitled to the tribunal of the whole body of justices. The Lord Mayor had done his best to secure a proper attendance of justices, but without success, and the justices present overruled the objection and proceeded with the cases, and ultimately the licences of all the houses in question were refused subject to compensation. Section 8 (2) of the Licensing Act, 1904, provides: "This Act shall apply to a county borough as if it were a county, with the substitution for quarter sessions of the whole body of justices acting to and for the borough." Section 5 (2) provides: "Quarter sessions may delegate any of their powers and duties under this Act to a committee appointed in accordance with rules made by them under this section." Section 5 (3): "Quarter session may make rules to be approved by a Secretary of State for the mode of appointment of committees under this section, and for the number of the quorum, and . . . the procedure of those committees." Licensing Rules 2 provides: "The compensation authority means . . . as respects a county borough, the whole body of justices acting in and for the borough, and . . . includes, with regard to any matter delegated to a committee under sub-section 2 of section 5 of the Act, the committee to which the matter is delegated." Counsel in support of the rule said that the whole body of justices must act, or at least a majority of them. They might have delegated their powers to a committee, for section 5 (2) gave quarter sessions the power, and section 8 (2) substituted the whole body of justices for quarter sessions; this interpretation being borne out by rule 2 of the Licensing Rules, 1904, made under the Act. Section 5 (3) gave powers to the Secretary of State to make rules for the purpose. Where a statute appoints a number of persons to act they must all act: *Blacket* v. *Blizard* (9 B. & C. 851) and *King* v. *Whitaker* (9 B. & C. 649).

THE COURT (Lord ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) made the rules absolute.

Lord ALVERSTONE, C.J., in the course of his judgment said that it was greatly to be regretted that in such an important case the justices did not shew cause by counsel. It certainly appeared that the justices might have delegated their authority to a committee under section 5 (2) of the Licensing Act, 1904. He was of opinion that at the very least a majority of the total number of justices of the county borough should have been present, and it might be that it was necessary for the whole body to be present in order that the court might be properly constituted.

RIDLEY and DARLING, JJ., concurred.—COUNSEL, *Danckwerts*, K.C.; *Bairstow* and *Latter*. SOLICITORS, *Godden, Son, & Holme*, for *Simpson, Thomas, & Co.*, Leeds.

[Reported by MAURICE N. DEUCQUER, Barrister-at-Law.]

MARTIN *v.* **BENJAMIN AND DUNK.** Div. Court. 8th Nov.

LOTTERY—PLACE "KEPT FOR THE PURPOSE OF EXERCISING A LOTTERY THEREIN"—GAMING ACT, 1802 (42 GEO. 3, c. 119), s. 2.

This was a case stated by a metropolitan police magistrate sitting at Clerkenwell police-court on an information laid on the 3rd of May, 1906, by the appellant against the respondents, whereby they were charged that on the 25th of April, 1906, they did keep a certain place—to wit, the temporary reading-room of the Furnishing Trades' Exhibition, holden at the Agricultural Hall, Islington, for the purpose of exercising therein a certain lottery—to wit, a lottery entitled "Draw in Aid of the Furniture Trades' Provident and Benevolent Association," contrary to section 2 of the statute 42 Geo. 3, c. 119. The following facts were proved on the hearing of the information: The appellant visited the Royal Agricultural Hall about 10 a.m. on the 25th of April, 1906. An exhibition called the Furnishing Trades' Exhibition was then being held at the hall. The appellant purchased at a stall managed by the respondent Charles Dunk a ticket, a copy of which is set forth below, paying 1s. for the ticket. The ticket was torn for the appellant from a book of tickets and counterfoils. The appellant subsequently on the same day saw the respondents and cautioned them not to allow the drawing in respect of which the said ticket was given to take place. The respondents said that they would jointly take the responsibility for the drawing taking place. The appellant again visited the Agricultural Hall at 9 p.m. the same evening, and in a temporarily erected building, called a "reading and writing room," some forty or fifty people were assembled, including the respondent Charles Dunk. The counterfoils of the tickets sold in connection with the drawing were placed together, mixed up, and the first six tickets drawn determined the six winners of the prizes specified on the ticket, of which a copy appears below. It was further proved before the magistrate that the exhibition was for the trade, and not for the general public, admission to it being by ticket only; that an order for twenty-five books containing twenty-five tickets each for the respondent was given by the respondent Harold Hyam Benjamin, who was the manager of the exhibition, and that the drawing was for the Furniture Trades' Provident and Benevolent Association, in which the respondents were interested from benevolent motives; that all moneys received for the sale of such tickets were intended for and were handed over to the association, and that the articles named on the ticket set out below were given for the benefit of the association; and that the respondents did not make, and never intended to make, any profit out of the draw, and that in whatever they did they acted entirely out of charitable motives. It was contended upon the above facts before the magistrate, on two grounds, that no offence had been committed by the respondents against section 2 of the Gaming Act, 1802—first, that the draw was not a lottery within the meaning of the Act; and, secondly, that the reading and writing-room was not "kept for the purpose of exercising therein a lottery" within the true meaning of such Act. The magistrate was of opinion that the draw amounted to a lottery, but he was doubtful whether the mere user of the reading-room for a few minutes on one occasion for the purposes of the draw was "keeping an office or place for the purpose of exercising therein a lottery" within the meaning of section 2 of the Gaming Act, 1802, and dismissed the summons. The question for the opinion of the court was whether, in the circumstances, the respondents kept an office or place for a lottery contrary to section 2 of the Gaming Act, 1802. The following is a copy of the ticket above

referred to: "Furnishing Trades' Exhibition, Royal Agricultural Hall, April 17th to 27th, 1906. Draw (459) in Aid of the Furniture Trades' Provident and Benevolent Association. 1st prize, tantalus, presented by the Management; 2nd prize, sewing machine, presented by Mr. Oscar Love; 3rd prize, easy chair, presented by Messrs. C. & M. Davis; 4th prize, silver tray, presented by Mr. Barnett H. Abrahams; 5th prize, coal cabinet, presented by Mr. Tom Ferris; 6th prize, patent carpet sweeper, presented by The National Sweeper Co. (Mr. W. R. Notcutt); 7th prize, pair feather pillows, presented by Mr. Charles Fox. Draw will take place 9 p.m., Wednesday, 25th April, in the Reading and Writing Room. Tickets 1s." Section 2 of the Gaming Act, 1802, provides: "No person . . . shall keep . . . any place to exercise . . . any game or lottery called a little goe, or any other lottery whatsoever not authorized by Parliament." Counsel for the appellant contended that the room was a place within the meaning of the section. If it were not so held, a person might carry on a lottery by shifting from one house to the other, and so evade the Act: *Powell* v. *Kempton Park* (1899, A. C., at p. 165). Counsel for the respondent said that there must be something in the nature of habitual user in order to constitute a place within the meaning of the section: *Shutt* v. *Lewis* (5 Esp. 128), *Marks* v. *Benjamin* (5 M. & W. 565), *Queen* v. *Davies* (1897, 2 Q. B. 199).

THE COURT (RIDLEY and DARLING, JJ.) dismissed the appeal.

RIDLEY, J., in the course of his judgment, said he was not prepared to say that under some other statute the respondents might have been convicted, but he did not think that a person could be said to keep a place for the purpose of exposing a lottery if there was only one lottery.

DARLING, J., concurred.—COUNSEL, *Danckwerts*, K.C., and *Bodkin*; *Avory*, K.C., and *J. B. Matthews*. SOLICITORS, *Wontner & Sons*; *H. J. Benjamin*.

[Reported by MAURICE N. DRUCQUER, Barrister-at-Law.]

GUARDIANS OF WANTAGE UNION v. GUARDIANS OF BRISTOL UNION. Div. Court. 8th Nov.

POOR LAW—REMOVAL OF PAUPER—ADOPTION OF PAUPER BY GUARDIANS—POOR LAW ACT, 1889 (52 & 53 VICT. c. 56), s. 1—POOR LAW ACT, 1899 (62 & 63 VICT. c. 37), s. 1.

This was a case stated for the opinion of the court pursuant to the provisions of section 11 of 12 & 13 Vict. c. 45. On the 9th of May, 1906, the respondents (the Guardians of Bristol Union) obtained an order of two justices, acting in and for the city and county of Bristol, whereby it was adjudged that the place of the last legal settlement of one Gertrude Fisher, a pauper, was in Hampstead Norris, in the county of Berks, and Wantage Union. On the 9th of June, 1906, the appellants (the Guardians of Wantage Union) duly gave to the respondents notice of their intention to appeal against the said order to quarter sessions, and such appeal having been duly entered afterwards, by consent of the parties and by order of Bucknill, J., the following special case was stated between the appellants and respondents, agreeing that judgment in conformity with the decision of this court and for such costs as this court should adjudge and for the costs of and incidental to the said appeal and entering the said judgment, might be entered at quarter sessions. The facts as stated were as follows: (1) Gertrude Fisher (hereinafter called the pauper) is the illegitimate child of Mary Ann Fisher, and was born at the Stapleton Workhouse, Bristol, on the 24th of January, 1903. (2) The said Mary Ann Fisher, the mother of the pauper, is the wife of Henry (otherwise John) Fisher, to whom she was married at Templemore, county of Tipperary, on the 9th of June, 1899. (3) The said Henry (otherwise John) Fisher is the son of James Fisher and his wife Margaret, formerly Kanana, and was born in the parish of Hampstead Norris, in the Wantage Union, on the 2nd of January, 1867, and resided in the said parish of Hampstead Norris with his parents until he joined the Army in October, 1886, and he has not acquired any subsequent settlement. (4) The settlement of the said Mary Ann Fisher is the settlement of the said Henry (otherwise John) Fisher, and she has not gained a status of irremovability in the respondents' union. (5) The said Mary Ann Fisher was charged on the 14th and 20th of May, 1904, at the instance of the Society for the Prevention of Cruelty to Children, and convicted for neglecting the pauper, and sentenced to two months' imprisonment with hard labour, and the pauper was admitted to the Eastville Workhouse, Bristol, on the 14th of May, 1904. (6) The respondents, at a meeting held on the 1st of July, 1904, adopted a report received from their Schools and Boarding-out Committee recommending (*inter alia*) the adoption of the pauper under the Poor Law Acts, 1889 and 1899, on the ground that the said Mary Ann Fisher, the mother, had for years lived an immoral life. (7) The said resolution of adoption of the pauper has not been rescinded. (8) On the 9th of May, 1906, an order of justices was obtained on behalf of the respondents adjudging the pauper to be settled in the appellants' union. Notice of such order was duly given to the appellants. The appellants have given due notice of appeal against the said order to a court of quarter sessions for the city and county of Bristol, and such appeal has been duly entered. The appellants contend that the respondents are bound by the resolution passed under the powers conferred upon them by the Poor Law Acts, 1889 and 1899, and are thereby precluded from removing the pauper into the appellants' union. (10) The respondents contend that the exercise of power conferred upon them by the Poor Law Acts, 1889 and 1899, in no way affects the law regarding the settlement and removability of the pauper. The question for the opinion of the court was whether upon the facts stated the respondents were precluded from parting with the custody of the pauper by reason of the exercise of the powers conferred upon them by the Poor Law Acts, 1889 and 1899. By section 1 of the Poor Law Act, 1899, it is provided (*inter alia*) that, where a child is maintained by the guardians, the guardians may, where the parent of the child has been sentenced to imprisonment in respect of any offence against any of his or her children, "resolve that until the child reaches the age of eighteen years all the rights and powers of such parent as aforesaid . . . in respect of the child shall . . . vest in the guardians . . ." Such a resolution may be rescinded if it is for the benefit of the child that it should be rescinded. Counsel for the appellants contended that as the resolution had never been rescinded the respondents were precluded from parting with the custody of the pauper. If it were otherwise, the mother might demand her child at the Wantage Union, and the appellants would have no power to refuse such demand. The resolution could only be rescinded if for the benefit of the child. There was no benefit conferred upon the child by removing it from one union to another, so that the respondents could not rescind their resolution on that ground. Counsel for the respondents argued that the order of the justices was obtained for the purpose of charging the maintenance of the pauper upon the proper shoulders. But section 1 of the Poor Law Act, 1899, had nothing to do with maintenance necessarily, for the parent might be compelled to maintain the child: Poor Law Act, 1889, s. 1 (5). It was admitted that but for the resolution the pauper was removable; but the section did not deal with removability. In any case the resolution might be rescinded, and then the order of the justices obtained.

THE COURT (Lord ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., in the course of his judgment, said the simple question was whether the guardians were precluded by their resolution from parting with the custody of the pauper. The answer seemed to be that the section was not dealing with the question of removability at all. It had reference to the rights and powers of parents. In most cases the guardians would not know the actual settlement of the pauper at the time when it was necessary to pass a resolution adopting the pauper. The appeal must be dismissed.

RIDLEY and DARLING, JJ., concurred.—COUNSEL, *Macmorran*, K.C., and *Holman Gregory*; *Rawlinson*, K.C., and *Davey*. SOLICITORS, *Meredith, Roberts, & Mills*, for *Edward B. Ormond*, Wantage; *Gribble, Oddie, Sinclair, & Johnson*, for *Osborne, Ward, Vassall, & Co.*, Bristol.

[Reported by MAURICE N. DRUCQUER, Barrister-at-Law.]

METROPOLITAN WATER BOARD v. PAINE. Div. Court. 9th Nov.

METROPOLIS—WATER—"PREMISES"—REQUEST BY OWNER OF LAND FOR SUPPLY OF WATER FOR BUILDING PURPOSES—WATERWORKS CLAUSES ACT, 1847, s. 43—EAST LONDON WATERWORKS ACT, 1853, s. 79.

Case stated by a metropolitan magistrate. An information was laid by the respondent Paine against the appellants for having neglected to supply him at his request at Moresby-road, Upper Clapton, for purposes other than the purposes in respect of which water rates are by the East London Waterworks Act, 1853, provided or limited, a supply of water by meter, contrary to section 79 of the Waterworks Clauses Act, 1847. The material facts were that the respondent was owner and occupier of a piece of land adjoining Moresby-road, which was a street in which a water main had been laid by the East London Water Co., the predecessors of the appellants. The land had been till recently the site of a dwelling-house standing in its own grounds, which house had been pulled down and the whole site marked out for building purposes. Some of the proposed houses—on the 10th of April, 1906—had been erected, and these faced Moresby-road. The respondent wrote on that date requesting the appellants to supply water from the main for use in continuing his building operations with a stand pipe at a point some thirty feet south of the centre of Moresby-road, and offered to pay the maximum charge of two guineas for laying on the supply. The point taken by the appellants when summoned for failure to comply with this request was that the respondent was not entitled to receive a supply of water by measure, as the place at which he requested the supply was not "premises" within the meaning of section 79 of the Act of 1853. No building had been commenced on this part of the ground, and only a pit had been dug, from which sand and gravel had been removed. The magistrate decided against this contention, and fined the appellants forty shillings and ten guineas costs.

Lord ALVERSTONE, C.J., said the magistrate's decision could not be supported. If the Legislature had intended that the company should be liable to supply water to any man who chose to put a pipe in his field, the Act would have said so. The fair meaning of section 79 was that a person who had got premises in which water could be used either for domestic purposes or for purposes other than those which were covered by the rate, was entitled to have water by meter supplied to those premises, and to construe the word "premises" as meaning "land" would involve consequences so serious that he could not think that the Legislature meant to give compulsory powers in the case of the occupier of any land apart from premises. Therefore in this case the refusal to comply with the respondent's request was not a statutory offence, and the conviction must be quashed.

RIDLEY and DARLING, JJ., concurred. Conviction quashed accordingly.—COUNSEL, *Avory*, K.C., and *Courthope-Munro*; *Danckwerts*, K.C., and *Montgomery*. SOLICITORS, *Walter Moon*; *Sharpe, Parker, & Co.*

[Reported by ESSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

THE BIRNAM WOOD. C.A. No. 1. 10th Nov.

SOLICITOR—COSTS—CHARGING ORDER ON PROPERTY RECOVERED OR PRESERVED—SALE OF PROPERTY TO *BONÂ FIDE* PURCHASER FOR VALUE

WITHOUT NOTICE—MAKING OF ORDER EX PARTE—ADMIRALTY PRACTICE—CONSTRUCTIVE NOTICE—SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28.

This was an appeal by solicitors from an order of Sir Gorell Barnes setting aside a charging order made under section 28 of the Solicitors Act, 1860, and two consequential orders. The action was an action *in rem* and was brought by the captain of the barque *Birnam Wood* for wages and disbursements. The writ was issued on the 22nd of June, 1905, and the vessel was arrested. The amount of the claim was £625 11s. 3d. The appellants acted as solicitors to the owners of the vessel. The owners in their defence set up certain cross claims against the plaintiff, who was also a part owner. The district registrar of Liverpool, to whom the matter was referred, gave a certificate awarding that the sum of £320 17s. was due to the plaintiff. On the 24th of November, 1905, judgment was entered accordingly, and, an arrangement having been made for the payment of the balance so adjudged to be due, the vessel was released on the 29th of November. Throughout the action the sole registered owner of the vessel under the Merchant Shipping Act was one John Wotherspoon; he was, however, trustee for himself and other persons, among whom was the plaintiff. On the 20th of December, 1905, these owners sold the vessel to a newly-formed limited company, and the company were thereupon registered as owners. The company consisted practically of John Wotherspoon and his nominees, and by the terms of the agreement of sale John Wotherspoon was to be the manager of the company for life. On the 28th of December the company mortgaged the the vessel to Parr's Bank (Limited), to secure a current account. On the 7th of February, 1906, the appellants, not knowing anything of the sale of the vessel to the company or of the mortgage, sent in their bill of costs to Wotherspoon, who had acted as manager of the vessel throughout the action. In May they discovered the facts of the sale and the mortgage, and on the 20th of June they applied *ex parte* for a charging order on the vessel for their costs, under section 28 of the Solictors Act, 1860, on the ground that they had preserved property of the defendants in the action to the extent of £304 14s. 3d.—the difference between £625 11s. 3d., the sum claimed, and £320 17s., the sum recovered. Bargrave Deane, J., made a charging order, which was served on the company on the 23rd of June, and subsequently on the 30th of July, on a summons by the solicitors, he made an order for the appointment of a receiver of freight about to accrue due, and a provisional order for the sale of the vessel. On the 8th of August the mortgagees, Parr's Bank, took out a summons to discharge the several orders. The company did not take out any such summons, but being served with notice of the mortgagees' summons they appeared at the hearing on the 29th of October, when Sir Gorell Barnes set aside all the orders. The solicitors now appealed. The only respondents on the appeal were the company, the solicitors having given notice to the mortgagees that they did not contend that their charge had priority over the mortgage. It was argued in support of the appeal that the charging order had been rightly obtained *ex parte*, and, as the company did not forthwith take steps to get rid of it, the President, having regard to the time which had elapsed, ought not to have set it aside. On the construction of the section, the company were not in a position to say that they had purchased without notice. Notice meant not notice of the charging order, but of the litigation which gave rise to the charging order: *Faithfull* v. *Ewen* (7 Ch. D. 495), *Cole* v. *Eley* (1894, 2 Q. B. 350). The company must be taken to have had notice of the litigation. It was a one-man company, and the litigation was within the knowledge of the sole manager of the company. *Re Hampshire Land Co.* (1896, 2 Ch. 743) was cited.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FARWELL, L.JJ.) without calling upon counsel for the respondent company, dismissed the appeal.

COZENS-HARDY, L.J., said he would assume that the defendants' solicitors had to the extent asserted preserved the defendants' property within the meaning of the section. The solicitors, with the knowledge that the defendants had sold the vessel to a company and that the company had executed a mortgage on it, applied *ex parte* for a charging order. In his opinion no such order ought to be made *ex parte* except under special circumstances. This court had so laid down in cases which came from the King's Bench Division, and he thought the same principle should be applied in Admiralty cases. Further, it was almost conceded that this order could not be supported unless the court were satisfied that the company had notice of the existence of facts which might result in the making of a charging order. He could not arrive at that conclusion. It would be carrying the doctrine of constructive notice to a shocking extent to hold that a limited company who had purchased property were affected with notice that the property might have been preserved to the vendor in some litigation, that the vendor might be unable to pay the bill of costs when it was presented, and that six months later an application might be made for a charging order. He thought that the President had rightly set aside the charging order and the consequential orders

COLLINS, M.R., and FARWELL, L.J., concurred.—COUNSEL, *Leslie Scott; Dawson Miller.* SOLICITORS, *Charles Russell & Co.*, for *Lightbound, Owen, & MacIver*, Liverpool; *W. W. Wynne & Sons*, for *Forshaw & Hawkins*, Liverpool.

[Reported by F. G. RUCKER, Barrister-at-Law]

Bankruptcy Cases.

In **TYLER**. *Ex parte* **THE TRUSTEE**. Bigham, J. 12th Nov.

BANKRUPTCY—INSURANCE—CLAIM FOR PREMIUMS ON POLICIES PAID BY BANKRUPT'S WIFE AFTER BANKRUPTCY—PROPERTY OF BANKRUPT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 44.

Motion by the trustee in bankruptcy for a declaration that the balance of the proceeds of two insurance policies on the life of the bankrupt left after payment of the mortgagees of the said policies formed part of the property of the bankrupt divisible among his creditors. From a statement of facts which had been agreed upon between the trustees and the widow of the bankrupt who was respondent to the motion, it appeared that at some date prior to 1893, the bankrupt had taken out two policies on his life which upon the 13th of April, 1893, he mortgaged to Child's Bank to secure an advance. Towards the end of 1895 the bankrupt was short of money and requested his wife to keep up the premiums on the policies and pay the interest due under the mortgage. On the 29th of January, 1896, he committed an act of bankruptcy, a receiving order was made against him on the 16th of July, and he was adjudicated bankrupt on the 27th of August of the same year. A trustee was appointed, who had since been released, and at the date of the notice of motion the official receiver was *ex officio* trustee in the bankruptcy. The bankrupt's wife kept up the payment both of the premiums and of the interest due under the mortgage until the death of the bankrupt in March, 1906. Neither the trustee nor the official receiver was aware that the wife was paying the premiums or interest. After paying off the mortgagees there remained a balance of the proceeds of the policies amounting to £514 16s. 8d. The trustee claimed the whole of this sum as forming part of the property of the bankrupt divisible among his creditors, but his claim was opposed by the widow, who demanded the repayment of £481 18s. 2d. expended by her in keeping up the premiums and interest. Counsel for the trustee submitted that the bankruptcy had revoked the wife's authority to pay the premiums and interest, and that she could only claim, if at all, as an ordinary creditor. The policies had vested in the trustee before she had made any payments, and she was simply in the position of a person paying another's debt without being requested to do so. The trustee had no power to pay to the widow the sums claimed by her, and she had no lien on the proceeds of the policies for the money paid by her. He cited *Ex parte Simmonds, Re Carnac* (34 W. R. 421, 11 Q. B. D. 308) and *Re Leslie, Leslie* v. *French* (23 Ch. D. 552). Counsel for the widow was not called upon.

BIGHAM, J.—The trustee is an officer of the court and must do what the court considers to be justice. To repay these sums to the widow may not be justice in law, but it is the right thing to do. It would be a great injustice if the money were not refunded, and the trustee must pay back to the widow the money she has expended in keeping up the premiums and interest. Application dismissed.—COUNSEL, *Hansell; Whinney.* SOLICITORS, *Tarry, Sherlock, & King; Finch & Jennings.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Law Societies.

United Law Society.

Nov. 12.—Mr. J. W. Weigall in the chair.—Mr. R. C. Nesbitt opened and Mr. Clement H. Gurney opposed the following resolution: "That the attitude taken by the *Times* in their controversy with the publishers is against the true interests of the public." After a prolonged discussion the motion was negatived by fourteen votes to eleven.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held on the 14th inst., at the Law Society's Hall, Chancery-lane, Mr. J. Roger B. Gregory in the chair, the other directors present being Sir George Lewis, Bart., and Messrs. Walter Cheesman (Hastings), A. Davenport, W. Dowson, C. Goddard, Samuel Harris (Leicester), L. W. N. Hickley, W. G. King, Q. G. May, H. A. Peake (Sleaford), W. A. Sharpe, R. S. Taylor, Maurice A. Tweedie, R. W. Tweedie, and J. T. Scott (secretary). A sum of £910 was distributed in grants of relief, thirty-six new members were admitted to the association, and other general business was transacted.

Law Students' Journal.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 6.—Mr. G. A. C. Pettitt in the chair.—The following moot point was discussed: "A syndicate is formed for the purpose of searching for and raising sunken vessels of the Spanish Armada. Such a vessel is found and raised, and Spanish money and valuable cups of gold and silver and precious stones are found in the wreck. The vessel was found within territorial waters. Has the Crown or the lord of the manor any claim to any portion of this treasure?" The speakers were, on the affirmative: Messrs. E. H. Clutterbuck, A. R. O'Connor, F. W. Whitehouse, H. F. Benaly, T. D. Walthall, and H. Birket Barker; and for the negative: Messrs. H. S. Hall, B. R. Yorke, W. Wright, T. R. Owens. F. H. Viney, B.A., G. M. Bark, B.A., LL.B., and A. J. Gateley. On the question being put to the meeting the voting resulted as follows: for the affirmative, 8; for the negative, 15. After a vote of thanks to the chairman the meeting was concluded.

Sir Edward Carson has given notice of his intention, on the motion for second reading in the House of Commons, to propose the rejection of the Criminal Appeal Bill. The Bill has passed the House of Lords.

Legal News.

Appointments.

Mr. GUY CHILTON, solicitor, has been appointed Under-Sheriff of the City and County of Bristol, a post his father (Mr. G. H. D. Chilton) has resigned after more than thirty years' service.

Mr. EDMUND FRANCIS VESEY KNOX, K.C., and Mr. JAMES RICHARD ATKIN, K.C., have been elected Benchers of the Honourable Society of Gray's-inn.

The following gentlemen have received the honour of Knighthood: Mr. WILLIAM HENRY HYNDMAN JONES, LL.B., Chief Justice of the Straits Settlements; Mr. MANUEL RAMON MENENDEZ, LL.B., Chief Justice of Northern Nigeria; and Mr. CHARLES JAMES TARRING, late Chief Justice of Grenada.

Mr. H. E. DUKE, K.C., has been appointed one of the representatives of the Honourable Society of Gray's-inn on the Incorporated Council of Law Reporting, in succession to his Honour Judge Mulligan, K.C.

Mr. RICHARD EUSTACE JOY, solicitor, of Wakefield, has been appointed Clerk of the Peace for the County of Stafford, and Clerk of the Staffordshire County Council.

Changes in Partnerships.

Dissolutions.

HEPSLEY CRABTREE DUCKWORTH and MORTON FREDERICK PARISH, solicitors (Duckworth & Parish), Harrogate and Leeds. Oct. 1. [*Gazette*, Nov. 9.

HENRY WILLIAM WILLIAMS and PERCY SUTTON ALDRIDGE, solicitors (Williams & Aldridge), 3, Queen's-elm-parade, Fulham-road, London, and at Northampton. Nov. 2. [*Gazette*, Nov. 13.

Information Required.

Mr. E. P. GRIFFITHS, who was clerk to the late E. T. Breed solicitor, of 8, Old Jewry, is requested to communicate with Lendon & Carpenter, solicitors, 31, Budge-row, E.C.

General.

Sir Henry Fowler, M.P., speaking at the mayoral banquet at Wolverhampton this week, said that sooner or later there would have to be a limit to municipal expenditure.

In reply to a question by Mr. Alden, M.P., the Attorney-General says that he cannot see his way to appoint and pay one or more solicitors to attend at county courts and conduct cases for poor litigants.

It is stated that the Appeal Committee of the House of Lords meets on Monday, when the question of the petition to be heard in the West Riding appeal will be considered. The date of hearing may then be fixed.

We are asked to state, in connection with the report of certain legal proceedings which has appeared in the public Press, that neither Mr. Paul Edward Vanderpump (Messrs. Paul E. Vanderpump & Eve), of 13, Clifford's-inn, Fleet-street (late of 5, Philpot-lane, E.C.), and of Winchmore-hill, nor Mr. Paul George Vanderpump, of Enfield Town, Middlesex, are in any way associated with the solicitor of the same surname mentioned in such report.

The temporary disablement of Lord Loreburn draws attention once more, says a writer in the *Daily Telegraph*, to the weakness of the common law element in the House of Lords. Lord Halsbury was a tower of strength whilst he sat constantly in the final Court of Appeal, but his attendance is naturally less regular now. The interpretation of the rules of the common law therefore falls to Lords Robertson and Atkinson, whose knowledge of English law and procedure is necessarily not that of experts.

An attorney who used to be prominent in Boston, while appearing on one occasion for a client in a Cambridge (U.S.) police-court, indulged, says the *Albany Law Journal*, in some rather tart remarks as to the magistrate's rulings. The magistrate warned him sternly that he would find himself committed for contempt unless he was more careful. "I'll bet your honour five dollars, and put up the money," said the attorney, "that if you try to commit me for contempt, you can't make out the papers correctly in three weeks."

The sixteenth meeting of the Bankruptcy Law Amendment Committee was held on the 7th inst. at the Royal Courts of Justice. There were present Mr. Muir Mackenzie (chairman), Mr. S. T. Evans, K.C., M.P., Sir Edward W. Fithian, Mr G. M. Chamberlin, J.P., Mr. W. M. Richardson, Mr. J. Barker, M.P., Mr. John Smith, C.B., and Mr. J. Addison. The committee was engaged during the whole of the meeting in considering communications and suggestions which the committee have received and the proceedings to be adopted with reference to obtaining further evidence.

The appearance of a lawyer at Calabar, says the *Evening Standard*, has moved a Gold Coast journal to remark that it is "very unsafe for the people for lawyers to practise at this place. Their appearance in this river will soon inveigle everyone who is not careful into litigation, and they will feed on their folly, thereby ruining them."

Mr. McConnell, K.C., Chairman of the County of London Sessions, who is, says the *Times*, absent from his official duties in consequence of a very severe attack of gout, is considerably better, and will shortly resume his seat, after he has had the necessary change and rest ordered by his medical advisers. We are requested to deny the report that he has resigned his appointment.

Ninety-two students will be called to the bar next Monday, says a writer in the *Globe*. Clients, it is complained, grow less plentiful, but barristers, it is evident, do not follow their example. In Michaelmas Term last year the number of "calls" was seventy-six. Of the ninety-two students about to blossom into wig and gown forty-one belong to the Inner Temple, twenty-seven to the Middle Temple, fifteen to Lincoln's-inn, and nine to Gray's-inn. The most noteworthy fact is the improvement in the position of Lincoln's-inn, which twelve months ago admitted only five students to the legal fold. Of the former popularity of the inn—it has occupied the premier place among the inns—there is ample evidence in its list of benchers. Lincoln's-inn has no fewer than eighteen judges among its members; the Inner Temple has eleven; the Middle Temple has but six; while Gray's-inn cannot at present count a single High Court judge among its benchers.

In the House of Commons on Tuesday Mr. Bramsdon asked the Prime Minister whether, having regard to the difficulties and objections attending legislation by reference, he would, in order to facilitate the construction of Acts of Parliament and by way of convenience, consider the advisability of arranging that where a reference was made hereafter to individual sections of another statute, a copy of such individual sections should, wherever possible, be placed in the form of a footnote on the same page of the Act of Parliament in which the reference was made. Sir H. Campbell-Bannerman said: I doubt whether the printing of sections of Acts of Parliament for reference in the shape of footnotes would greatly facilitate the interpretation of Acts of Parliament. There are, I understand, many enterprizing lawyers who seize upon new statutes and elucidate them in a way which it would be impossible to excel; and the handbooks which contain their handiwork are issued at a price which makes them accessible to all. I should like, however, to add that, if the House would look favourably upon the efforts which are made from time to time to consolidate existing statutes, it would do more than anything else to provide a solution of the question.

An agreement to sell a tract of land at a specified price if the offer should be accepted within the time mentioned is, says the *American Law Review*, unenforceable, as contrary to public policy, where made in part consideration of services rendered before and after the making of the agreement, in bringing the property to the attention of committees of Congress as a suitable and appropriate site for a hall of records, although the actual services rendered may have been legitimate: *Hazleton* v. *Sheckels* (26 Sup. Ct. Rep. 567). Mr. Justice Holmes, delivering the opinion of the Supreme Court of the United States, said: "The general principle was laid down broadly in *Providence Tool Co.* v. *Norris* that an agreement for compensation to procure a contract from the Government to furnish its supplies could not be enforced, irrespective of the question whether improper means were contemplated or used for procuring it. And it was said that there is no real difference in principle between agreements to procure favours from legislative bodies and agreements to procure favours in the shape of contracts from the heads of departments. In *Marshall* v. *Baltimore & O. R. Co.* it was said that all contracts for a contingent compensation for obtaining legislation were void."

It is not uncommon in Ireland, among tenants of small holdings, says a writer in the last issue of the *Law Magazine and Review*, that when a husband dies intestate his widow and children remain on in possession of the holding without taking out any administration or making any actual division of the assets. This habit has given the courts some delicate problems to solve, as to the rights which the persons so remaining in possession acquire *inter se* under the Statutes of Limitations, and as to the rights of children who have stayed on the farm against others who have left it. One can hardly say that all these problems have yet been quite settled by authority; and in particular, there have been conflicts of decision as to the nature of the interests acquired by the next-of-kin—whether joint tenancies or tenancies in common. *Smith* v. *Savage* (1906, 1 Ir. R. 466) illustrates the curious complexity of undivided interests which may arise. A. dies intestate, possessed of a tenancy in a holding: of his six children (none of them minors) three remain in possession of the holding while three others leave it and remain out of possession for more than twelve years; there is no administration. What is the nature of the interest acquired by the three home-keeping children? The court replies that we must distinguish between their interests in respect of their own original shares, and those which they acquire in the shares of the "foris-familiated" children who have gone away. As to the former interests, they take tenancies in common, but in the latter they take joint tenancies. "We have some of the next-of-kin taking, at the same moment of time and by one common wrongful title, wrongful possession of the share of the absent one, and continuing in such possession for the statutory period; all the requisites of a joint tenancy seem to be present." In the case put, therefore, the three children in question are each tenants in common of an undivided sixth of the holding, while they are joint tenants of an undivided moiety.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Buckley.
Monday, Nov. 19	Mr. R. Leach	Mr. King	Mr. Farmer	Mr. Carrington
Tuesday 20	Beal	Church	Godfrey	Pemberton
Wednesday 21	Pemberton	King	Farmer	Carrington
Thursday 22	Carrington	Church	Godfrey	Peinberton
Friday 23	Godfrey	King	Farmer	Carrington
Saturday 24	Farmer	Church	Godfrey	Pemberton

Date	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.
Monday, Nov. 19	Mr. Beal	Mr. Greswell	Mr. Goldschmidt	Mr. W. Leach
Tuesday 20	R. Leach	W. Leach	Theed	Greswell
Wednesday 21	Beal	Greswell	Goldschmidt	Theed
Thursday 22	R. Leach	W. Leach	Theed	Goldschmidt
Friday 23	Beal	Greswell	Goldschmidt	Church
Saturday 24	R. Leach	W. Leach	Theed	King

The Property Mart.

Result of Sale.

FOUNDERS' SHARES, REVERSIONS, DEBENTURES, AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 823) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were Sold at the prices named:—

FOUNDERS' SHARES (six) in New Vaal River Diamond and Exploration Company (Limited), £1 each, fully paid, in Six Lots Sold £26,050

ABSOLUTE REVERSIONS:

To £2,313 17s. 6d.	...	1,210
To £7,328 1s. 6d.	...	3,750
To £2,000	...	1,150
To £2,343 5s.	...	815

DEBENTURES and SHARES in the following companies: Civil Service Co-operative Society, Vaalton Syndicate (Limited), Daveniere & Company (Limited), United Kingdom Tramway, Light, Railway and Electrical Syndicate (Limited), Public Undertakings (Limited), Tralee and Fenit Railway Co. ... 170

Winding-up Notices.

London Gazette.—FRIDAY, Nov. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALSTON STEAMSHIP CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to William Pickering and Thomas Wallis Wallis, Mercantile chmbrs, Newcastle upon Tyne. Wilkinson & Marshall, Newcastle upon Tyne, solors for liquidators

ATHLETIC OUTFITTING CO, LIMITED—Petn for winding up, presented Nov 1, directed to be heard Nov 20. Brown & Co, Finsbury pvmt, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 19

BAILEY & LEETHAM, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to William Parker Burkinshaw, 2, Parliament st, Hull. Rollit & Sons, Hull, solors for liquidator

BERNILLA STEAMSHIP CO, LIMITED—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to W. M. Clarke, 30, James-st, Liverpool, liquidator

CHARLES S. BAILEY, LIMITED—Petn for winding up, presented Nov 6, directed to be heard Nov 20. Whites & Co, Budge row, Cannon st, for Press & Press, Bristol, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 19

H. E. KERSHAW, LIMITED—Petn for winding up, presented Nov 5, directed to be heard Nov 20 Baker & Co, Gresham st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 19

KEEBLE BROTHERS, LIMITED—Creditors are required, on or before Nov 30, to send their names, and addresses, and the particulars of their debts or claims, to Patrick Davies Hannay, 48, Lincoln's inn fields, liquidator

MOODYS, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to E. Walker, 5, Castle st, Liverpool, liquidator

NEW BRIDGE LANE MILL CO, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. William John Tippett, 22, Booth st, Manchester. Sale & Co, Manchester, solors for liquidator

SULLY PROPERTY CO, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Lawrence Gardner Williams, 32, Charles st, Cardiff, liquidator

TYNE AND WEAR BILL POSTING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Lemon & Winskell, Newcastle upon Tyne, solors for liquidator

WOMEN'S TRIBUNE, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Edward Henry Young, 8, Drapers gdns, liquidator

YUKON CORPORATION, LIMITED—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to James Elliott Park, 31, Lombard st, liquidator

London Gazette.—TUESDAY, Nov. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHEQUE BANK, LIMITED—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Gordon Hargrove Bodley and Duncan Frederick Basden, 33, St. Swithin's ln, liquidators

FOREST BRICK WORKS, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and particulars of their debts or claims, to William Barclay Peat, 11, Ironmonger ln, liquidator

FURRIERS' ALLIANCE, LIMITED Petn for winding up, presented Nov 8, directed to be heard Nov 27 Guedalla & Cross, Winchester House, Old Broad st, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 26

GOLDEN GRAIN BREAD CO, LIMITED—Creditors are required, on or before Dec 27, to send their names and addresses and the particulars of their debts or claims, to David Burnett, 15, Nicholas ln. Smith & Co, London wall, solors for liquidator

LIQUID (ELECTRIC) REGISTER SYNDICATE, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Daniel Stuart Fripp, 14, Finsbury cir, liquidator

LYNN OIL CAKE MILLS, LIMITED Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Frederick Tabor Ackland, Tamworth House, Hunstanton Mills & Reeve, Norwich, solors for liquidators

MARKET HARBOROUGH PHILANTHROPIC AND GENERAL INSTITUTE, LIMITED—Creditors are required, on or before Dec 21 to send in their names and addresses, with particulars of their debts or claims, to William Edwin Newman, Little Bowden, nr Market Harborough, liquidator

PARK ROYAL, LIMITED—Creditors are required, on or before Dec 22, to send their names and addresses, and the particulars of their debts or claims, to Mr John Frederick Bond, 20, Copthall av. Garrard & Co, Suffolk st, Pall Mall East, solors to liquidator

THAMES HAVEN REFINERY, LIMITED—Creditors are required, on or before Dec 22, to send in their names and addresses and the particulars of their debts or claims, to C. C. Topliss, 19 to 21, Billiter st. Whattoo, Leadenhall st, solor

WAKEFIELD AND BARNSLEY UNION BANK, LIMITED—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to Walter Herbert Wright, 57, Westgate, Wakefield. Stewart & Chalker, Wakefield, solors to the liquidator

Creditors' Notices.

Under Estates in Chancery

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 9.

HOLLAND, WILLIAM, Ancoats, Manchester Dec 7 Lloyds Bank (Ltd) v Holland, Registrar, Manchester Beck, Manchester

MORALT, ANGELO, Southend on Sea, Artificial Flower Importer Dec 13 Falkenburg v Falkenburg, Swinfen Eady, J Galt, Aldermanbury

WILLIAMS, WILLIAM, Abergele, Denbigh, Farmer Dec 13 Bateman v Williams, Joyce, J Jones, Liverpool

London Gazette.—TUESDAY, Nov. 13.

BAILEY, VINCENT, North Foreland, Kent Dec 8 Price v Bailey, Kekewich, J Tyer, Bloomsbury sq

PICKERING, JOSEPH, Blackcleugh, Northumberland, Farmer Dec 6 Pickering v Pickering, Kekewich, J Jaques, Birmingham

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 6.

ABBOTT, JOHN HEWSON, East Sheen Dec 10 Anderson & Sons, Ironmonger ln

BEAL, HENRY, Warbleton, Sussex, Farmer Dec 12 Buss, Tunbridge Wells

BEDFORD, GEORGE FRANCIS, Ludlow, Vet Surgeon Dec 1 Medlicott, Knighton, Radnor

BENSON, CHARLES ERNEST, Buxton, Merchant Tailor Dec 8 Lawson & Co, Manchester

BROWN, EDWIN, Wellingborough, Builder Dec 5 Burnham & Co, Wellingborough

BRYDEN, ANNE JANE, Wimbledon Dec 5 G & M Goodman, St Helen's pl

BURGIS, RICHARD, Docking, Norfolk, Farmer Dec 5 Bircham & Stoughton, Fakenham, Norfolk

BUTLIN, WILLIAM HEYGATE, Leonard Stanley, Glos Dec 1 Winterbotham & Sons, Stroud

CRAVEN, WILLIAM GEORGE, Curzon st, Mayfair Nov 30 Burgess & Co, New sq, Lincoln's inn

CROOK, SARAH ELLEN, Liscard Dec 3 Eskrigge & Roby, Liverpool

EASTERBROOK, JAMES EDWIN, Buckfastleigh, Devon, Saddler Nov 30 Bickford, Newton Abbott

FIRTH, JIMMY, Huddersfield, Wholesale Grocer Dec 22 Ramsden & Co, Huddersfield

GILES, JOHN, Cleobury Mortimer, Salop, Farmer Dec 5 Roberts, Cleobury Mortimer

GILLOW, RICHARD THOMAS, Leighton Hall, nr Carnforth, Lancs Nov 30 Swainson & Son, Lancaster

HARROP, JOHN, Lytham, Lancs Dec 1 Clayton & Co, Ashton under Lyne

HAWKINS, ELIZABETH MARGARET MARIA, Queen's Gate mans, South Kensington Dec 13 Eland & Co, Trafalgar sq

HAZELHURST, CLARA, Lower Hagley, Worcester Dec 6 Harwards & Evers, Stourbridge

HILL, FRANCES ANNE BOAZ, Mattock rd, Ealing Dec 24 Hollams & Co, Mincing ln

HODGETTS, WILLIAM, Kingswinford, Staffs, Haulier Dec 10 Ward, Dudley

HOLDEN, JAMES, Bowdon, Chester Dec 15 J & E Whitworth, Manchester

LEARY, Rev THOMAS HUMPHRYS LINDSAY, DCL, Avondale sq, Old Kent rd Dec 10 Baker & Nairne, Crosby sq

LEIGHTON, GEORGE ALFRED, St Leonards on Sea Dec 31 Phillips & Cheesman, Hastings

MANKNELL, WILLIAM SAMUEL, Newbold Moor, nr Chesterfield Dec 8 W & A Glossop, Chesterfield

PEARSON, JOSEPH DYSON, Huddersfield, Cloth Manufacturer Dec 22 Ramsden & Co, Huddersfield

POLASTRI, AUGUSTO VICENTE, Iquique Tarapaca, Chili Dec 16 Chester & Co, Bedford row

QUIPP, JOHN FARROW, Sheffield, Printer Dec 17 Branson & Sons, Sheffield

RATCLIFFORD, FREDERICK JOHN, Higher Broughton, Salford, Merchant Dec 3 Dixon & Co, Manchester

ROBERTS, EDWARD, South Beach, Pwllheli, Carnarvon Dec 1 Bridgman & Co, Chester

SHAW, NANCY, Poulton le Fylde, Lancs Dec 8 May, Blackpool

SMITH, CHARLES HENRY, York, Surgeon's Assistant Dec 24 Wood, York

SMITH, EDWARD, Nevern sq, South Kensington Jan 1 Middleton & Sons, Leeds

SMITH, WILLIAM, Newark upon Trent, Builder Jan 1 Larken & Co, Newark upon Trent

SUGDEN, WILLIAM, Burley in Wharfedale, Yorks Nov 16 Lister & Turner, Keighley

TURNER, ELIZABETH, Windermere Dec 12 Bowness, Windermere

VAGLIANO, BASIL METAXAS, Dawson pl, Bayswater, Merchant Dec 24 Hollams & Co, Mincing ln

WHALING, JANE, Liverpool, Poultry Dealer Dec 16 Smith, Liverpool

WHITE, ALBERT, St Leonards on Sea Dec 10 Meadows & Co, Hastings

WHITTY, CHARLES RICHARD, Hunstanton, Doctor Dec 15 Coulton & Son, King's Lynn

WILSON, SARAH, Southport, Lancs Dec 6 Parr & Co, Southport

WINCHESTER, EMILY ELIZABETH, Rushlake Green, Warbleton, Sussex Nov 20 Swann & Co, Heathfield, Sussex

WITHERS, GEORGE CASSON, Crewe, Licensed Victualler Dec 1 Garnett, Crewe

London Gazette.—FRIDAY, Nov. 9.

AMOS, FREDERICK HENRY, Tunbridge Wells, Clerk Dec 10 Gower, Tunbridge Wells

BARRONS, WILLIAM, Totnes, Architect Dec 1 T C & G F Kellock, Totnes, Devon

BARTLETT, WILLIAM, Southampton Nov 29 Romer, Bucklersbury

BATES, Col CHARLES ELLISON, Cambridge ter, Hyde pk Jan 1 Bloxam & Co, Lincoln's inn fields

BELISHA, BARROW ISAAC, Manchester Dec 12 Lawson & Co, Manchester

BENTLEY, WILLIAM EDWARD Clifton, Bristol Jan 2 Spofforth, Bristol

BOURNE, THOMAS, Woodhall Spa, Lincs Dec 21 Clitherow & Son, Horncastle

BROWN, HARRISON, Alnwick, Northumberland, Butler Dec 12 Rogers & Sons, Perry vale, Forest hill

BRUNT, DAVID New Mills, Derby, Farmer Dec 6 Boddington & Co, Manchester

BYRNE, CHARLES VINCENT, Penarth, Glam, Shipbroker Dec 1 Yorath & Jones, Cardiff

BYRNE JONES, EDITH GORDON, Fopstone rd, South Kensington Dec 10 Kennedy & Co, Abchurch ln, King William st

CHAFFELLE, Rev JOHN KAYE, Newark on Trent Nov 30 Burke, Newark on Trent

COOK, JAMES, Croston, Lancs, Farmer Dec 10 Menzies & Co, Liverpool
COOTE, ARTHUR, Kensington Park gdns, Shipbuilder Dec 10 Cooper & Goodger, Newcastle on Tyne
COTTERILL, THOMAS, Gwersyllt, Denbigh, Colliery Proprietor Dec 9 Morris & Co, Wrexham
CRAVEN, HALSTEAD, Brampton, Wangford, Suffolk, Farmer Dec 31 Gibbs & Co, Eastcheap
DEWDNEY, ROBERT MAY, Silverton, Devon Dec 9 Ford & Co, Exeter
DICKINS, SAMUEL, Hastings Dec 14 Gardiner, Lincoln's inn fields
FERBER, JOHN, Lincoln Dec 14 Kirby & Co, Westminster
HALL, GABRIELLE, New York Jan 20 Campbell & Co, Warwick st, Regent st
HARDCASTLE, POLLY, Hampsthwaite, Yorks Dec 16 Gilling, Harrogate
HIRCHLIFFE, BESSEY, Huddersfield Dec 1 Wilmshurst & Stones, Huddersfield
GROVE, EDWIN, Newport, Mon Dec 9 Dauncey & Son, Newport, Mon
GRUTE, JOHN BOWDEN, Staverton, Devon, Nurseryman Dec 10 T C & G F Kellock, Totnes, Devon
GUEST, MARY, Waterloo, Lancs Dec 12 Jackson, Liverpool
HOBSON, GEORGE, Harperley Mill, Durham Dec 17 Nicholson & Martin, Stanley, co Durham
HOLMES, HARRIET, Barnstaple Nov 27 Harding & Son, Barnstaple
JAMES, JOHN DAVIES, Blackwood, Mon Dec 22 Dauncey & Son, Newport, Mon
JEFFERY, HENRY, Tunbridge Wells, Architect Dec 6 Robb & Berry, Tunbridge Wells
JONES, ELIZABETH, Kingsland, Hereford Dec 5 Gosling, Leominster
KAY, FRANCES REBECCA HOLFORD, Old Colwyn, Carnarvon Dec 7 Preston, Blackburn
MILTHORP, FRANCIS, Wakefield Nov 30 Charlesworth, Wakefield
MURRAY, CAROLINE, Gt Barford, Oxford Dec 1 Coggins, Deddington, Oxon
NEEDHAM, ELIZABETH, St Luke's Hospital, Old st Dec 15 Taylor & Dorté, Billiter st
NEWMAN, SARAH ANN, Water in, Brixton Dec 6 Hicklin & Jo, Trinity sq, Southwark
NORTHCOTE, ROSA ANNETTE, Onslow gdns Dec 25 Pears & Co, Albemarle st
OSBORN, EDWARD, Spalding Nov 21 Harvey, Spalding
PATERSON, COSMO GORDON, Lime st Dec 19 Loughborough & Co, Austin Friars
PERKINS, ELIZABETH, Kennington Park rd Nov 21 Cook & Talbot, Southport
PICKERING, JANE, Sheffield Dec 31 Bennett, Sheffield
REX, HARRIET, Bootham, York Dec 11 Isle, York
ROSE, GERTRUDE, Babbacombe, Torquay Nov 30 Hooper & Wollen, Torquay
ROSS, HESER, Blackpool, Fancy Goods Dealer Dec 1 Clarke & Co, Preston
ROTHERY, HENRY, Mirfield Dec 29 Wilson & Topham, Mirfield
ROWBOTTOM, ANNIE ELIZABETH, Morecambe Nov 28 Fawcett & Unsworth, Morecambe
SHUNN, STEPHEN, Bishop's rd, Fulham, Wine Merchant Dec 7 Rye & Eyre, Gouldsn sq
SIMON, JULIUS, Austin Friars Dec 24 Simpson & Co, Gracechurch st
SMITH, HENRY, South Darenth, nr Farningham, Packing Case Manufacturer Dec 10 Darley & Cumberland, John st, Bedford row
SWAIN, HENRY THOMAS, Weir, Mylor, Penryn, Cornwall Dec 3 Rogers, Falmouth
TAYLOR, GEORGE FREDERICK, Wallasey, Chester Dec 19 Ayrton & Co, Liverpool
VINE, JOSEPH, Exmouth Dec 8 Vine, Exmouth
WATSON, DINAH, Plumpton, Cumberland Dec 8 Little & Lamonby, Penrith
WAUGH, JAMES, Exning, Newmarket, Trainer of Race Horses Nov 21 Eanion & Eanion, Newmarket
WELLS, MARGARET, Lincoln Dec 18 Danby & Epton, Lincoln
WOODHAM, CHARLES, JP, Southend Dec 24 Byfield & Son, stone bldgs, Lincoln's inn
YALLAND, ELIZABETH PHILLIPS MANNING, Bristol Nov 24 Salisbury & Griffiths, Bristol

Bankruptcy Notices.

London Gazette.—TUESDAY, Nov. 6.

RECEIVING ORDERS.

BARRATT, WILLIAM, Hindley, Lancs, Insurance Agent Wigan Pet Nov 1 Ord Nov 1
BARTLEMAN, ALEXANDER, Stow on the Wold, Builder Cheltenham Pet Oct 31 Ord Oct 31
BESSENT, FRANK, Barnes, Surrey Wandsworth Pet Nov 2 Ord Nov 2
BOOTH, GEORGE, Biddulph, Staffs, Grocer Macclesfield Pet Nov 2 Ord Nov 2
BOOTH, MATTHEW, Birkenhead, Coal Merchant Birkenhead Pet Oct 16 Ord Nov 2
BUTLER, JOB, Eastwood, Notts, Grocer's Assistant Derby Pet Nov 1 Ord Nov 1
CHAPMAN, JOHN, FRED RAYMOND CHAPMAN, and JOHN ROBERT CHAPMAN, Uppingham, Rutland, Plumbers Leicester Pet Nov 2 Ord Nov 2
CHICK, GEORGE EDWARD, Leckhampton, Cheltenham, Carpenter Cheltenham Pet Oct 31 Ord Oct 31
COWARD, WILLIAM ATKINSON, Heathwaite, Bowness on Windermere, Westmorland, Grocer Kendal Pet Nov 2 Ord Nov 2
DOUGHTY, FREDERICK WILLIAM HALL, Sloane st, Chelsea, Silversmith High Court Pet Oct 3 Ord Nov 2
DOWNS & Co, London House yd, Paternoster row, Mantle Manufacturers High Court Pet Sept 13 Ord Nov 2
EASTABROOK, HENRY, Penrhiwceiber, Glam, Labourer Aberdare Pet Nov 1 Ord Nov 1
EUSTACE MARCUS JOHN, Widnes, Physician Liverpool Pet Nov 3 Ord Nov 3
FAULKNER, ERASMUS, Stanford le Hope, Essex, Medical Practitioner Chelmsford Pet Oct 9 Ord Oct 31
FISHER, GEORGE ALFRED, Loughborough Leicester Pet Nov 2 Ord Nov 2
GILLMAN, WALTER JOHN, Diss, Suffolk, Watchmaker Ipswich Pet Nov 1 Ord Nov 1
GOODMAN, THOMAS, Handsworth, Coal Dealer Birmingham Pet Nov 3 Ord Nov 3
GREAVES, LEONARD WILLIAM, Clapham rd, Clapham, Engineer High Court Pet Nov 1 Ord Nov 1
GRIME, JOHN JAMES, Blackburn, Commercial Traveller Blackburn Pet Nov 3 Ord Nov 3
HADLEY, JOHN, Rowley Regis, Staffs, Brick Manufacturer Dudley Pet Nov 1 Ord Nov 1
HALL, JOHN, Blackpool, Solicitor Preston Pet Oct 27 Ord Nov 1
HARRISON, JOHN HENRY, Runcorn, Chester, Commercial Clerk Warrington Pet Nov 1 Ord Nov 1
HAVILL, FREDERICK, Hemyock, Devon, Farmer Taunton Pet Nov 3 Ord Nov 3
HENDERSON, CHARLES ARCHIBALD, Red Lion sq, Machinery Merchant High Court Pet Sept 13 Ord Nov 2
HEYWOOD, HARVEY GEORGE, Bridge rd, Hammersmith, Builder High Court Pet Aug 24 Ord Nov 2
HUBNER, FREDERICK, Reading, Belt Maker Reading Pet Nov 1 Ord Nov 1
JONES, ERNEST EWART, Trealaw, Glam, Gent's Mercer Pontypridd Pet Nov 2 Ord Nov 2
LAWRENCE, HARRIET, Tenby, Pembroke Pembroke Dock Pet Nov 1 Ord Nov 1
MASON, FRANCIS, York, Portmanteau Maker York Pet Oct 31 Ord Oct 31
MYTTON, RICHARD ALBERT, Welshpool, Montgomery, Licensed Victualler Newtown Pet Oct 20 Ord Nov 2
NORTH, ALBERT EDWARD, Wakefield Wakefield Pet Nov 1 Ord Nov 1
PAPE, JOHN, Skegness, Farmer Guildford Pet Oct 25 Ord Nov 2
PENNOCK, JOHN JAMES, Brompton on Swale, North Riding, Yorks, Blacksmith Northallerton Pet Nov 1 Ord Nov 1
PORTER, EDWARD, Radcliffe, Lancs, Labourer Bolton Pet Nov 2 Ord Nov 2
POWELL, HOWELL, Abercrave, Brecon, Collier Neath Pet Nov 1 Ord Nov 1
POWOLNY, FREDERICK GUSTAV, Norbury, Surrey, Baker Croydon Pet Nov 1 Ord Nov 1
PROTHERO, REES MORGAN, Hirwain, Glam, Licensed Victualler Aberdare Pet Nov 1 Ord Nov 1
RATHBONE, JOHN SILAS, Sheffield, Elementary Teacher Sheffield Pet Nov 3 Ord Nov 3
REDFEARN, SYLVESTER, Alverthorpe, nr Wakefield, Fish Salesman Wakefield Pet Nov 2 Ord Nov 2
SINGER, ISAAC MAJOR, Farleigh rd, Stoke Newington, Blouse Manufacturer High Court Pet Aug 24 Ord Nov 1
SPARKSMAN, ELIAS ASTER, Bridge rd, Hammersmith, Builder High Court Pet Aug 24 Pet Nov 2
TRIST-GAINS, HENRY, Northfleet, Kent, Chemist Rochester Pet Nov 3 Ord Nov 3
UREN, WILLIAM HENRY, Taunton, Fish Dealer Taunton Pet Nov 3 Ord Nov 3
WILLIAMS, JOSEPH, Trapps, Roch, Pembroke, Contractor Pembroke Dock Pet Nov 1 Ord Nov 1
WOOLFE, HENRY, Wandsworth, Patentee of Slot Machines Wandsworth Pet Oct 4 Ord Nov 1
WYATT, WALTER JOHN, Gravesend, Builder Rochester Pet Nov 1 Ord Nov 1

RECEIVING ORDER RESCINDED.

DAVIES, Sir HORATIO DAVID, KCMG, Torquay, Devon, Restaurant Proprietor High Court Rec Ord Aug 9 Resc Nov 5

FIRST MEETINGS.

BAILEY, ROBERT, jun, Wymondham, Norfolk, Coal Merchant Nov 17 at 12.30 Off Rec, 8, King st, Norwich
BARRATT, WILLIAM, Hindley, Lancs, Insurance Agent Nov 20 at 3 19, Exchange st, Bolton
BENNETT, ALFORD ERNEST ALBERT, St Anne's, Brislington, Bristol, Builder Nov 14 at 12.15 Off Rec, 26, Baldwin st, Bristol
BILTON, ROBERT, Heavilley, Stockport, Fish Dealer Nov 15 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
BLACK, MARY, and ERNEST GEORGE BEARDSALL BLACK, Grindley Brook, Whitchurch, Salop, Farmers Nov 15 at 11 Royal Hotel, Crewe
BOOTH, MOSES, Rudge, Salop, Farmer Nov 15 at 11 Off Rec, Wolverhampton
BOWMAN, ISAAC, Stockport, Lancs, Tailor Nov 15 at 12 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
BRIDGER, HARRY GEORGE, Ashford, Carpenter Nov 15 at 9.30 Off Rec, 68A, Castle st, Canterbury
DENSON, JAMES, Bolton, Tarpaulin Sheet Maker Nov 15 at 3 19, Exchange st, Bolton
DOWNS & Co, London House yd, Paternoster row, Mantle Manufacturers Nov 16 at 2.30 Bankruptcy bldgs, Carey st
EASTABROOK, HENRY, Penrhiwceiber, Glam, Labourer Nov 16 at 12 135, High st, Merthyr Tydfil
EVANS, WILLIAM, Mountain Ash, Glam, Confectioner Nov 14 at 12 135, High st, Merthyr Tydfil
GAILLARD, JULES CHARLES, Regent's pk rd, Licensed Victualler Nov 15 at 11 Bankruptcy bldgs, Carey st
GALE, GEORGE, Burnham, Somerset, Bricklayer Nov 14 at 12.30 Off Rec, 26, Baldwin st, Bristol
GREAVES, LEONARD WILLIAM, Clapham rd, Clapham, Engineer Nov 19 at 12 Bankruptcy bldgs, Carey st
HENDERSON, CHARLES ARCHIBALD, Red Lion sq, Machinery Merchant Nov 19 at 11 Bankruptcy bldgs, Carey st
HEYWOOD, HARVEY GEORGE, Bridge rd, Hammersmith, Builder Nov 14 at 2.30 Bankruptcy bldgs, Carey st
JONES, JAMES DAVID, Carmarthen, Licensed Victualler Nov 14 at 11 4, Queen st, Carmarthen
KURTZ, ADOLF, Markhouse rd, Walthamstow Nov 15 at 2.30 Bankruptcy bldgs, Carey st
LAZENBY, GILBERT BURN, South Shields, Plasterer Nov 14 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
LEACH, JAMES, Middle Hillgate, Stockport, Chester, Grocer Nov 15 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
MANDEL, MAX, Commercial rd, General Dealer Nov 14 at 11 Bankruptcy bldgs, Carey st
MASON, FRANCIS, York, Portmanteau Maker Nov 14 at 3 Off Rec, The Red House, Duncombe pl, York
MAY, THOMAS, Millbrook, Cornwall, Contractor Nov 15 at 11 Off Rec, 6, Athenæum ter, Plymouth
MILES, GEORGE MALINS, Margate, Licensed Victualler Nov 15 at 9.15 Off Rec, 68A, Castle st, Canterbury
MOORE & Co, J G, Manchester rd, Millwall, Contractors Nov 19 at 2.30 Bankruptcy bldgs, Carey st
MOORE, WILLIAM DAVID, Manchester, Carrier Nov 14 at 3 Off Rec, Byrom st, Manchester
MORRIS, JONATHAN EVAN, Ammanford, Carmarthen, Draper Nov 14 at 12 4, Queen st, Carmarthen
MOUNTER, PAUL, Acre la, Brixton, Builder Nov 20 at 12 Bankruptcy bldgs, Carey st
NEW, ALFRED, Sungerford, Berks, Cycle Dealer Nov 14 at 12 1, St Aldates, Oxford
PORTER, EDWARD, Radcliffe, Lancs, Labourer Nov 20 at 2.30 19, Exchange st, Bolton
PROTHERO, REES MORGAN, Hirwain, Glam, Licensed Victualler Nov 1 at 12 135, High st, Merthyr Tydfil
SAVAGE, WILLIAM, King's Lynn Norfolk, Engineer Nov 15 at 10.15 Court House, King's Lynn
SINGER, ISAAC MAJOR, Farleigh rd, Stoke Newington, Blouse Manufacturer Nov 15 at 11 Bankruptcy bldgs, Carey st
SPARKSMAN, ELIAS ASTER, Bridge rd, Hammersmith, Builder Nov 14 at 2.30 Bankruptcy bldgs, Carey st
STRONG, HERBERT JAMES, Newport, Mon, Brush Manufacturer Nov 14 at 3 Off Rec, 144, Commercial st, Newport
THOMAS, JOHN, Llanstawel, Carmarthen, Tailor Nov 14 at 11.30 4, Queen st, Carmarthen
WALSH, JOHN WHITTAKER, Dukes Brow, Blackburn, Plumber Nov 14 at 11.30 Off Rec, 14, Chapel st, Preston
WHITE, FREDERICK, Aberawynfi, Glam, Collier Nov 14 at 12 Off Rec, 31, Alexandra rd, Swansea
WILCOCK, GEORGE, Dewsbury, Metal Broker Nov 14 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
WILKINSON, FREDERICK GEORGE, and WILLIAM FREDERICK WILKINSON, Derwent rd, Palmer's Green, Builders Nov 16 at 12 14, Bedford row
WILSON, JOHN GEORGE, West Hartlepool, Durham, Stock Broker Nov 14 at 3 Off Rec, 8, Manor pl, Sunderland
WILSON, WILLIAM, High st, Battersea sq, Draper Nov 14 at 11.30 134, York rd, Westminster bridge
YOUNG, GEORGE WARDLAW, Foul End Farm, nr Atherstone, Warwick, Farmer Nov 14 at 11 191, Corporation st, Birmingham

ADJUDICATIONS.

ABBUTHNOT, GEORGE GOUGH (Knight) and JOHN MONTGOMERY YOUNG, Old Broad st, Bankers High Court Pet Oct 22 Ord Nov 1
BARRATT, WILLIAM, Hindley, Lancs, Insurance Agent Wigan Pet Nov 1 Ord Nov 1
BARTLEMAN, ALEXANDER, Stow on the Wold, Builder Cheltenham Pet Oct 31 Ord Oct 31
BERMAN, ELLIS, Scunthorpe, Furniture Dealer Gt Grimsby Pet Oct 12 Ord Nov 1
BESSENT, FRANK, Lonsdale rd, Barnes Wandsworth Pet Nov 2 Ord Nov 2
BRADSHAW, WILLIAM, Southend on Sea, Essex Chelmsford Pet Sept 4 Ord Nov 1
BURTON, CLIFFORD HENRY, Westgate on Sea High Court Pet Sept 18 Ord Nov 2
BUTLER, JOB, Eastwood, Notts, Grocer's Assistant Derby Pet Nov 1 Ord Nov 1
CARTER, DOUGLAS TUCK, Chingford, Essex, Builder Edmonton Pet Oct 1 Ord Oct 31
CHAPMAN, JOHN, FRED RAYMOND CHAPMAN, and JOHN ROBERT CHAPMAN, Uppingham, Rutland, Plumbers Leicester Pet Nov 2 Ord Nov 2
CHICK, GEORGE EDWARD, Leckhampton, Cheltenham, Carpenter Cheltenham Pet Oct 31 Ord Oct 31
CLARKE, C F, Blackpool High Court Pet Sept 7 Ord Oct 29
CLARKE, SIDNEY, Swansea, Glass Merchant Swansea Pet Oct 17 Ord Nov 1
COOPER, ABEL, Birmingham, Contractor Birmingham Pet Oct 29 Ord Nov 3
COWARD, WILLIAM ATKINSON, Bowness on Windermere, Westmorland Grocer Kendal Pet Nov 2 Ord Nov 2
EAMES, FRANCES, Pembroke Dock, Pembroke, Draper Pembroke Dock Pet Oct 4 Ord Nov 1
EASTABROOK, HENRY, Penrhiwceibr, Glam, Labourer Aberdare Pet Nov 1 Ord Nov 1
EUSTACE, MARCUS JOHN, Widnes, Physician Liverpool Pet Nov 3 Ord Nov 3
FISHER, GEORGE ALFRED, Loughborough Leicester Pet Nov 2 Ord Nov 2
GILLMAN, WALTER JOHN, Diss, Norfolk, Watchmaker Ipswich Pet Nov 1 Ord Nov 1
GREAVES, LEONARD WILLIAM, Clapham rd, Clapham, Engineer High Court Pet Nov 1 Ord Nov 1
GRIMES, JOHN JAMES, Northgate, Blackburn, Commercial Traveller Blackburn Pet Nov 3 Ord Nov 3
HARRISON, JOHN HENRY, Runcorn, Chester, Commercial Clerk Warrington Pet Nov 1 Ord Nov 1
HAVILL, FREDERICK, Hemyock, Devon, Farmer Taunton Pet Oct 3 Ord Nov 3
HUBNER, FREDERICK, Reading, Truss Maker Reading Pet Nov 1 Ord Nov 1
JONES, ERNEST EWART, Trealaw, Glam, Gent's Mercer Pontypridd Pet Nov 2 Ord Nov 2
LANHAM, WILLIAM JOHN, Redland, Bristol, Baker Bristol Pet Oct 3 Ord Nov 1
LAWRENCE, HARRIET, Tenby, Pembroke Pembroke Dock Pet Nov 1 Ord Nov 1
LAZENBY, GILBERT BURN, South Shields, Plasterer Newcastle upon Tyne Pet Oct 29 Ord Oct 30
LYNN, JOHN WELLESLEY, Southfield rd, Bedford Park, Entertainer Brentford Pet Oct 25 Ord Nov 1
MCDONNELL, PETER, Highgate, Birmingham, Grocer Birmingham Pet Oct 19 Ord Nov 3
MASON, FRANCIS, York, Portmanteau Maker York Pet Oct 31 Ord Oct 31
MOORE, WILLIAM DAVID, Moss Side, Manchester, Carrier Manchester Pet Oct 26 Ord Nov 1

NORTH, ALBERT EDWARD, Wakefield Wakefield Pet Nov 1 Ord Nov 1
PARKINSON, ROBIN FRED, and ARTHUR PARKINSON, Southall, Builders Windsor Pet Aug 27 Ord Nov 2
PENNOCK, JOHN JAMES, Brompton on Swale, North Riding, Yorks, Blacksmith Northallerton Pet Nov 1 Ord Nov 1
PORTER, EDWARD, Radcliffe, Lancs, Labourer Bolton Pet Nov 2 Ord Nov 2
POWELL, HOWELL, Abercrave, Brecon, Collier Aberavon Pet Nov 1 Ord Nov 1
POWOLNY, FREDERICK GUSTAV, Norbury, Surrey, Baker Croydon Pet Nov 1 Ord Nov 1
PROTHERO, REES MORGAN, Hirwain, Glam, Licensed Victualler Aberdare Pet Nov 1 Ord Nov 1
RATHBONE, JOHN SILAS, Sheffield, Elementary Teacher Sheffield Pet Nov 3 Ord Nov 3
REDFEARN, SYLVESTER, Alverthorpe, nr Wakefield, Fish Salesman Wakefield Pet Nov 2 Ord Nov 2
SHUTTLEWORTH, HERBERT HENRY, Manchester Manchester Pet July 24 Ord Nov 2
TRIST-GAINS, HENRY, Northfleet, Kent, Chemist Rochester Pet Nov 3 Ord Nov 3
UREN, WILLIAM HENRY, Taunton, Fish Dealer Taunton Pet Nov 3 Ord Nov 3
WILLIAMS, JOSEPH, Trappe, Roch, Pembroke, Contractor Pembroke Dock Pet Nov 1 Ord Nov 1
WILSON, JOHN GEORGE, West Hartlepool, Stock Broker Sunderland Pet Oct 12 Ord Oct 31
WYATT, WALTER JOHN, Gravesend, Builder Rochester Pet Nov 1 Ord Nov 1

ADJUDICATIONS ANNULLED.

JOIST, WILLIAM JAMES, Bradford, Agent and Traffic Canvasser Bradford Adjud Sept 28 Annul Nov 1
CAVE, HENRY, Newport, I of W, Watchmaker Newport and Ryde Adjud May 9, 1891 Annul Oct 24
WILLIAMS, REGINALD, Ryde, I of W, Major, Indian Army Newport and Ryde Adjud March 3 Annul Oct 24

London Gazette.—FRIDAY, Nov. 9.

RECEIVING ORDERS.

ALLONBY, THOMAS, Oak Lea, nr Dalton in Furness, Lancs, Entire Horse Proprietor Barrow in Furness Pet Oct 27 Ord Nov 5
BARR, SAMUEL, Smith st, Chelsea, Builder High Court Pet Nov 7 Ord Nov 7
BICK, GEORGE, Small Heath, Birmingham, Commercial Traveller Birmingham Pet Nov 5 Ord Nov 5
BIRCHAM, GEORGE, Lammas, Norfolk, Carpenter Norwich Pet Nov 7 Ord Nov 7
BOARDER, JESSE, Waddesdon, Bucks, General Hawker Aylesbury Pet Nov 7 Ord Nov 7
BOWEN, THOMAS, Blaengwynfi, Glam, Collier Aberavon Pet Nov 6 Ord Nov 6
BRADLEY, ERNEST HARRY, and JAMES THOMAS CHAMBERLAIN, Blackley, Manchester, Margarine Merchants Manchester Pet Oct 23 Ord Nov 5
BUDGE, CHARLES JAMES, Middle st, Aldersgate st, Bonnet Shape Manufacturer High Court Pet Oct 3 Ord Nov 6
BURTON, JOHN, Curtain rd, Shoreditch, Timber Merchant High Court Pet Nov 7 Ord Nov 7
CHALLONER, EMILY KATE, Tregothnan rd, Mayflower rd, Clapham High Court Pet Oct 17 Ord Nov 6
CHALLONER, RICHARD NELSON, Tregothnan rd, Mayflower rd, Clapham High Court Pet Oct 17 Ord Nov 6
COHEN, LEAH, High st, Kingsland, Fruiterer High Court Pet Oct 17 Ord Nov 6
COLE, ALFRED GEORGE, Builth Wells, Brecon, Grocer Newtown Pet Nov 7 Ord Nov 7
COOPER, ARTHUR DIXON, Walton on Thames, Draper Kingston, Surrey Pet Nov 7 Ord Nov 7
CRAIK BROTHERS, Newcastle on Tyne, Engineers Newcastle on Tyne Pet Oct 3 Ord Nov 6
ELMES, GEORGE, Cossington, Somerset, Dairyman Bridgwater Pet Oct 23 Ord Nov 7
ENGLISH, WILL, Bolton, Music Hall Artist Bolton Pet Nov 7 Ord Nov 7
FERGUSON, JAMES, Newcastle on Tyne, Vegetable Salesman Newcastle on Tyne Pet Nov 6 Ord Nov 6
FIRN, WILLIAM, Blackpool, Butcher Preston Pet Nov 1 Ord Nov 7
FORSTER & Co, Monument st, Coal Merchants High Court Pet Oct 30 Ord Nov 5
GIRVAN, WALTER DALGLIESH, Wakefield Barnsley Pet Nov 6 Ord Nov 6
JOHNSON, FREDERICK, Willenhall, Clothier Wolverhampton Pet Nov 5 Ord Nov 5
JONES, WILLIAM, Hendy, Tanygrisiau, Blaenau Festiniog, Quarryman Portmadoc Pet Nov 5 Ord Nov 5
KERSLAKE, JOHN, Exeter, Builder Exeter Pet Nov 6 Ord Nov 6
LEWIS, SAMUEL, Bristol, Glass Merchant Bristol Pet Nov 3 Ord Nov 5
LIMBACH, GEORGE FREDERICK, Peterborough, Pork Butcher Bedford Pet Oct 26 Ord Nov 5
LUSCOMBE, PERCIVAL WICKS, Stroud, Glos, Milliner Gloucester Pet Oct 23 Ord Nov 5
MANBY, GEORGE HENLEY, Southend on Sea, Essex Chelmsford Pet Aug 20 Ord Oct 1
MARRIOTT & SALTER, Marden Works, Caterham Valley, Builders Croydon Pet Sept 26 Ord Nov 6
MATTHEWS, WALTER, Shepley nr Huddersfield, Tailor Huddersfield Pet Nov 5 Ord Nov 5
OWEN, THOMAS, Conway, Carnarvon, Carter Bangor Pet Nov 3 Ord Nov 3
POTTS, HENRY, Wath on Dearne, Yorks, Glass Bottle Manufacturer Sheffield Pet Nov 6 Ord Nov 6
PRICE, DAVID GWESYN, Colwyn Bay, Denbigh, Grocer Bangor Pet Oct 15 Ord Nov 5
RICHARDSON, WALTER HERBERT, Sheffield, Outfitter Sheffield Pet Nov 5 Ord Nov 5
SCHULTZE, EMIL, Fenchurch st High Court Pet Nov 5 Ord Nov 5
SIMPSON, ARTHUR LOVELL, Kingston upon Hull, Clerk Kingston upon Hull Pet Nov 6 Ord Nov 6
SMITH, GEORGE, Hyde, Chester, Butcher Ashton under Lyne Pet Nov 5 Ord Nov 5
STEPHENS, GEORGE, Dowlais, Glam, Fishmonger Merthyr Tydfil Pet Nov 5 Ord Nov 5
WALLACE, HARRY ALFRED, Littlehampton, Sussex, Commercial Traveller Brighton Pet Nov 7 Ord Nov 7
WAY, ROBERT, Ryde, I of W, Licensed Victualler Newport and Ryde Pet Nov 6 Ord Nov 6
WILSON, EDITH MARY ELIZABETH, Leeds, Milliner Leeds Pet Nov 3 Ord Nov 3
WING, CHRISTOPHER HENRY, Midhurst, Sussex, Auctioneer and Valuer Portsmouth Pet Oct 1 Ord Nov 5
WOODWARD, LEONARD, Margate, Licensed Victualler Canterbury Pet Nov 5 Ord Nov 5
WOOLFE, JOSEPH, Plymouth rd, Brondesbury High Court Pet Aug 7 Ord Nov 1

FIRST MEETINGS.

ALLONBY, THOMAS, Oak Lea, nr Dalton in Furness, Lancs, Entire Horse Proprietor Nov 20 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
BARR, SAMUEL, Smith st, Chelsea, Builder Nov 19 at 1 Bankruptcy bldgs, Carey st
BLACKBURN, WILLIAM THOMAS, Spalding, Lincs, Traveller Nov 23 at 11.40 Law Courts, Peterborough
BUDGE, CHARLES JAMES, Middle st, Aldersgate st, Bonnet Shape Manufacturer Nov 23 at 11 Bankruptcy bldgs, Carey st
CHADFIELD, PHILIP BROOKES, Friar Gate, Derby Nov 17 at 11 Off Rec, 47, Full st, Derby
CHALLONER, EMILY KATE, Tregothnan rd, Mayflower rd, Clapham Nov 23 at 12 Bankruptcy bldgs, Carey st
CHALLONER, RICHARD NELSON, Tregothnan rd, Mayflower rd, Clapham Nov 23 at 12.30 Bankruptcy bldgs, Carey st
CHAPMAN, WILLIAM, Monk Fryston, Yorks, Publican Nov 19 at 11 Off Rec, 6, Bond ter, Wakefield
COHEN, LEAH, High st, Kingsland, Fruiterer Nov 22 at 1 Bankruptcy bldgs, Carey st
COWARD, WILLIAM ATKINSON, Heathwaite, Bowness on Windermere, Westmoreland, Grocer Nov 20 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
DAVIES, JOHN, Dol Awel, Dolwyddelen, Carnarvon, Butcher Nov 17 at 12 Crypt chmbrs, Eastgate row, Chester
DOUGHTY, FREDERICK WILLIAM HALL, Sloane st, Chelsea, Silversmith Nov 23 at 12 Bankruptcy bldgs, Carey st
FENGL & Co, A, Altrincham, Cheshire, Engineers Nov 17 at 11.30 Off Rec, Byrom st, Manchester
FISHER, GEORGE ALFRED, Loughborough Nov 19 at 12 Off Rec, 1, Berridge st, Leicester
FORSTER & Co, Monument st, Coal Merchants Nov 22 at 11 Bankruptcy bldgs, Carey st
GILLHAM, WALTER JOHN, Diss, Norfolk, Watchmaker Nov 20 at 2 Off Rec, 36, Princes st, Ipswich
GIRVAN, WALTER DALGLIESH, Wakefield Nov 19 at 2.30 Off Rec, 6, Bond ter, Wakefield
HARRISON, JOHN HENRY, Runcorn, Cheshire, Commercial Clerk Nov 17 at 11 Off Rec, Byrom st, Manchester
HAVILL, FREDERICK, Hemyock, Devon, Farmer Nov 24 at 12.30 10, Hammet st, Taunton
JONES, ERNEST EWART, Treslaw, Glam, Gent's Mercer Nov 19 at 3 135, High st, Merthyr Tydfil
LAWRENCE, HARRIET, Temby, Pembroke Nov 17 at 12.30 4, Queen st, Carmarthen
LUSCOMBE, PERCIVAL WICKS, Stroud, Glos, Milliner Nov 17 at 12 Off Rec, Station rd, Gloucester
MCDONNELL, PETER, Highgate, Birmingham, Grocer Nov 19 at 11 191, Corporation st, Birmingham
MILLER, GEORGE, Brighton Nov 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton
MYTTON, RICHARD ALBERT, Welshpool, Montgomery, Licensed Victualler Nov 19 at 11.45 The Bull Hotel, Welshpool
NATTRASS, JOHN, Bowness on Windermere, Westmoreland, Greengrocer Nov 20 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
NORTH, ALBERT EDWARD, Wakefield Nov 19 at 11.30 Off Rec, 6, Bond terr, Wakefield
POWELL, HOWELL, Neauddfach, Abercrave, Brecon, Collier Nov 21 at 12 Off Rec, 31, Alexandra rd, Swansea
PRICE, DAVID GWESYN, Colwyn Bay, Denbigh, Grocer Nov 21 at 12 Crypt chmbrs, Eastgate row, Chester
REDFEARN, SYLVESTER, Alverthorpe, nr Wakefield, Fish Salesman Nov 19 at 12 Off Rec, 6, Bond terr, Wakefield
SCHULTZE, EMIL, Fenchurch st Nov 19 at 12 Bankruptcy bldgs, Carey st
SCOTT, HENRY, Derby, Timber Merchant Nov 20 at 12 Off Rec, 47, Full st, Derby
SMITH, GEORGE, Hyde, Cheshire, Butcher Nov 19 at 2.30 Off Rec, Byrom st, Manchester
STEPHENS, GEORGE, Dowlais, Glam, Fishmonger Nov 20 at 12 135, High st, Merthyr Tydfil
TRIST-GAINS, HENRY, Northfleet, Kent, Chemist Nov 19 at 12 115, High st, Rochester
UREN, WILLIAM HENRY, Taunton, Somerset, Fish Dealer Nov 24 at 12.30 10, Hammet st, Taunton
WILLIAMS, JOSEPH, Trappe, Roch, Pembroke, Contractor Nov 17 at 11.15 4, Queen st, Carmarthen
WILSON, EDITH MARY ELIZABETH, Leeds, Milliner Nov 20 at 11 Off Rec, 22, Park row, Leeds
WOOLFE, JOSEPH, Plympton rd, Brondesbury Nov 21 at 12 Bankruptcy bldgs, Carey st
WYATT, WALTER JOHN, Gravesend, Builder Nov 19 at 11.30 115, High st, Rochester

ADJUDICATIONS.

ALLONBY, THOMAS, Oak Lea, nr Dalton in Furness, Entire Horse Proprietor Barrow in Furness Pet Oct 27 Ord Nov 5
BIRCHAM GEORGE, Lammas, Norfolk, Carpenter Norwich Pet Nov 7 Ord Nov 7
BOARDER, JESSE, Waddesdon, Bucks, General Hawker Aylesbury Pet Nov 7 Ord Nov 7
BOOTH, GEORGE, Biddulph, Staffs, Grocer Macclesfield Pet Nov 3 Ord Nov 7
BOWEN, THOMAS, Blaengwynfi, Glam, Collier Aberavon Pet Nov 6 Ord Nov 6
BRADLEY, ERNEST HARRY, and JAMES THOMAS CHAMBERLAIN, Manchester, Margarine Merchants Manchester Pet Oct 23 Ord Nov 7
COLE, ALFRED GEORGE, Builth Wells, Brecon, Grocer Newtown Pet Nov 7 Ord Nov 7
DE LA BERTOUCHE, EDWIN WALTER, Woodford Green, Essex, Grocer High Court Pet Oct 29 Ord Nov 6
ENGLISH, WILL, Bolton, Music Hall Artist Bolton Pet Nov 7 Ord Nov 7
FAULKNER, ERASMUS OAKES, Stanford le Hope, Essex, Medical Practitioner Chelmsford Pet Oct 9 Ord Nov 6
GIRVAN, WALTER DALGLIESH, Shariston av, nr Wakefield Barnsley Pet Nov 6 Ord Nov 6
HADLEY, JOHN, Bowley Regis, Staffs, Brick Manufacturer Dudley Pet Nov 1 Ord Nov 6
HARDEN, THOMAS HENRY, Brompton rd, Kensington, Draper High Court Pet Sept 22 Ord Nov 6
HILL, THEADOR, and HENRY HILL, Wells st, South Hackney, Leather Merchants High Court Pet Oct 6 Ord Nov 9
HUSLEY, HENRY, Leytonstone, Essex Higa Court Pet Oct 26 Ord Nov 7
JACKSON, WALTER FRANCIS, Narborough, Leicester, Solicitor Leicester Pet Sept 27 Ord Nov 5
JOHNSON, FREDERICK, Willenhall, Staffs, Tailor Wolverhampton Pet Nov 5 Ord Nov 5
JONES, WILLIAM, Hendy, Tanygrisiau, Blaenau Festiniog, Quarryman Portmadoc Pet Nov 5 Ord Nov 5
KERSLAKE, JOHN, Exeter, Builder Exeter Pet Nov 6 Ord Nov 6
LIMBACH, GEORGE FREDERICK, Peterborough, Pork Butcher Bedford Pet Oct 26 Ord Nov 5
LUSCOMBE, PERCIVAL WICKS, Stroud, Glos, Milliner Gloucester Pet Oct 22 Ord Nov 5
MASON, SAMUEL, Southall Canterbury Pet Sept 21 Ord Nov 5
MATTHEWS, WALTER, Shepley, nr Huddersfield, Tailor Huddersfield Pet Nov 5 Ord Nov 5
MYTTON, RICHARD ALBERT, Welshpool, Montgomery, Licensed Victualler Newtown Pet Oct 30 Ord Nov 7
OWEN, THOMAS, Conway, Carnarvon, Carter Bangor Pet Nov 3 Ord Nov 3
POTTS, HENRY, Wath on Dearne, Yorks, Glass Bottle Manufacturer Sheffield Pet Nov 6 Ord Nov 6
RICHARDSON, WALTER HERBERT, Sheffield, Outfitter Sheffield Pet Nov 5 Ord Nov 5
RINGROSE, JAMES, Stanningley, Yorks, Builder Bradford Pet Oct 10 Ord Nov 7
SALIBA, SELIM MOSES JOHN, Talbot rd, Bayswater High Court Pet Sept 6 Ord Nov 5
SAYER, JOHN, Apollo Theatre, Shaftesbury av High Court Pet June 1 Ord Nov 1
SIMPSON, ARTHUR LOVELL, Kingston upon Hull, Clerk Kingston upon Hull Pet Nov 6 Ord Nov 6
SMITH, GEORGE, Hyde, Chester, Butcher Ashton under Lyne Pet Nov 5 Ord Nov 5
STEPHENS, GEORGE, Dowlais, Glam, Fishmonger Merthyr Tydfil Pet Nov 5 Ord Nov 5
VROOM, HENDRIK, Bernard mans, Bernard st, Russell sq High Court Pet July 20 Ord Nov 1
WALLACE, HARRY ALFRED, Littlehampton, Commercial Traveller Brighton Pet Nov 7 Ord Nov 7
WAY, ROBERT, Ryde, I of W, Licensed Victualler Newport Pet Nov 6 Ord Nov 6
WILSON, EDITH MARY ELIZABETH, Leeds, Milliner Leeds Pet Nov 3 Ord Nov 3
WINFIELD, FREDERICK CHARLES, Stoke Ferry, Norfolk, Corn Merchant King's Lynn Pet Oct 5 Ord Nov 5
WOODWARD, LEONARD, Margate, Licensed Victualler Canterbury Pet Nov 5 Ord Nov 5

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BROOKES, CHARLES EDWARD, Shakespeare rd, Herne Hill, Printer High Court Rec Ord May 19, 1905 Adjud July 10, 1905 Resc and Annul Aug 27, 1906

London Gazette, TUESDAY, Nov. 13.

RECEIVING ORDERS.

ANDERSON, ALFRED, Kingston upon Hull, Hawker Kingston upon Hull Pet Nov 8 Ord Nov 8
BARRETT, CHARLES BERNARD, Stoke upon Trent, Tarpaulin Manufacturer Stoke upon Trent Pet Oct 27 Ord Nov 9
BOARDMAN, ADAM, Gt Budworth, Carrier Crewe Pet Nov 8 Ord Nov 8
BOOTH, CISSY, Stockton on Tees, Milliner Stockton on Tees Pet Nov 9 Ord Nov 9
BREWER, SAMUEL JAMES, Cardiff Cardiff Pet Oct 26 Ord Nov 7
BROOKFIELD, GEORGE, Pickhill, nr Wrexham, Farmer Wrexham Pet Nov 8 Ord Nov 8
CLARKSON, SAMUEL, Lees, nr Oldham, Mineral Water Manufacturer Oldham Pet Nov 10 Ord Nov 10
CROSE, JOSEPH, jun, Liverpool, Car Proprietor Liverpool Pet Nov 10 Ord Nov 10
DRAKE & Co, C, Teddington, Architects Kingston, Surrey Pet Oct 19 Ord Nov 8
FRANK, H, Sutton st, Shadwell, Tobacco Dealer High Court Pet Oct 20 Ord Nov 9
GLASSCOCK, HENRY JAMES, Maidstone, Licensed Victualler Maidstone Pet Nov 8 Ord Nov 8
GREEN, BENJAMIN, Pontefract, Insurance Agent Wakefield Pet Nov 8 Ord Nov 8
GREGORY, WALTER, Sheffield, Fruiterer Sheffield Pet Nov 8 Ord Nov 8
GURST, ARTHUR, Nelson, Lancs, Draper Burnley Pet Nov 9 Ord Nov 9
GUNN, MAURICE JAMES, Teddington, Dealer in Works of Art Kingston Surrey Pet Nov 9 Ord Nov 9
HARRISON, JOHN ARTHUR HENRY, Cambridge mans, Battersea Park, Auctioneer Canterbury Pet Oct 23 Ord Nov 10
HILTON, RICHARD, Barnsley, Traveller Barnsley Pet Nov 9 Ord Nov 9
HOWELL, G S, Salisbury House, Accountant High Court Pet Aug 2 Ord Nov 9
HUNT, WALTER SYDNEY, Castlenau, Barnes, Chartered Accountant High Court Pet Oct 24 Ord Nov 9
JEFFERY, ERNEST, Roath Park, Cardiff, Commercial Traveller Cardiff Pet Oct 27 Ord Nov 7
JONES, HUGH, Rhyl, Flint Bangor Pet Oct 25 Ord Nov 9
JONES, THOMAS, Liscard, Cheshire, Builder Birkenhead Pet Oct 11 Ord Nov 7
KIRBY, ERNEST ALBERT, Betchworth, Surrey, Corn Merchant Croydon Pet Nov 10 Ord Nov 10
LEYSHON, JOHN, Llansamlet, Glam, Spelterman Swansea Pet Nov 10 Ord Nov 10
MEYNELL, GEORGE HENRY, Skeldergate, York, Bicycle Agent York Pet Nov 7 Ord Nov 7

MORRIS, EDWARD HERBERT, Arreton, I of W, Chemist Newport Pet Nov 10 Ord Nov 10

OWEN, WILLIAM, Tyldesley, Lancs, Greengrocer Bolton Pet Nov 10 Ord Nov 10

PARKINSON, THOMAS, Orford, nr Warrington, Farmer Warrington Pet Nov 8 Ord Nov 8

PEARSON, JOHN, Sheffield, Poultry Dealer Sheffield Pet Nov 10 Ord Nov 10

PEASEGOOD, THOMAS KENNINGTON, Kingston upon Hull, Manufacturer's Clerk Kingston upon Hull Pet Nov 9 Ord Nov 9

RICHARDS, PHILIP, Maesteg, Glam, Collier Cardiff Pet Nov 10 Ord Nov 10

SHEARD & JAQUES, Leeds, Clothiers Leeds Pet Oct 17 Ord Nov 7

SMITH, THOMAS SAMUEL, Selby, Yorks, Basket Maker York Pet Nov 7 Ord Nov 7

SMITH, WILLIAM HENRY, Cardiff, Fishmonger Cardiff Pet Nov 8 Ord Nov 8

THOMAS, FRANK JAMES GORDON, Plascrwn, Llanddewi Velfrey, Pembroke, Commercial Traveller Pembroke Dock Pet Nov 9 Ord Nov 9

TRIGG, JOHN, Blaengarw, Glam, Collier Cardiff Pet Nov 8 Ord Nov 8

UPTON, HENRY JOHN, Portsmouth, Coal Merchant Portsmouth Pet Nov 7 Ord Nov 7

WEBSTER, GERALD WILLIAM, Elgin ct, Maida Vale High Court Pet Oct 17 Ord Nov 8

WELLS, THOMAS HENRY, Deddington, Oxford, Draper Oxford Pet Oct 27 Ord Nov 10

WILLIAMS, ROBERT, Treawen, Trefriw, Carnarvon, Painter Portmadoc Pet Nov 8 Ord Nov 8

WILLIS, REUBEN HENRY, Oxford, Boot Maker Oxford Pet Nov 10 Ord Nov 10

WITHERS, CUTHBERT HAMILTON, Queen's rd, Twickenham, Clerk Brentford Ord Nov 7 Ord Nov 7

WRIDGWAY, JOHN FREDERICK, Kidderminster, Carpenter Kidderminster Pet Nov 8 Ord Nov 8

WYNN, FREDERICK DARE, Guilsfield, nr Welshpool Newtown Pet Nov 10 Ord Nov 10

Amended notice substituted for that published in the London Gazette of Oct 26:

BRICE, THOMAS REYNISH, Chingford Mount, Chingford, Essex, Builder Edmonton Pet Sept 21 Ord Oct 29

RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

SUTTLE, JAMES, Long Acre, Agent High Court Pet July 2 Rec Ord Aug 9 Resc Rec Ord and Dis Pet Nov 5

FIRST MEETINGS.

ANDERSON, ALFRED, Kingston upon Hull, Hawker Nov 21 at 11.30 Off Rec, Trinity House ln, Hull

BARTLEMAN, ARCHIBALD, and ALEXANDER BARTLEMAN, Stow on the Wold, Builders Nov 29 at 11.15 County Court bldgs, Cheltenham

BERMAN, ELLIS, Scunthorpe, Furniture Dealer Nov 21 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

BESSENT, FRANK, Barnes, Surrey Nov 22 at 11.30 132, York rd, Westminster Bridge

BIGHAM, GEORGE, Lammas, Norfolk, Carpenter Nov 21 at 4 Off Rec, 8, King st, Norwich

BOOTH, MATTHEW, Birkenhead, Chester, Coal Merchant Nov 21 at 12 Off Rec, 35, Victoria st, Liverpool

BOWEN, THOMAS, Blaengwynfi, Glam, Collier Nov 23 at 12 Off Rec, 31, Alexandra rd, Swansea

BRICE, THOMAS REYNISH, Chingford, Essex, Builder Nov 21 at 12 14, Bedford row

BURTON, JOHN, Curtain rd, Shoreditch, Timber Merchant Nov 23 at 1 Bankruptcy bldgs, Carey st

CALDECOTT, JOSEPH, Gt Grimsby Nov 21 at 11.30 Off Rec, St Mary's chmbrs, Gt Grimsby

CARTER, DOUGLAS TUCK, Chingford, Essex, Builder Nov 22 at 12 14, Bedford row

CHICK, GEORGE EDWARD, Leckhampton, Cheltenham, Carpenter Nov 23 at 2.45 County Court bldgs, Cheltenham

COLE, ALFRED GEORGE, Builth Wells, Brecon, Grocer Nov 24 at 11.30 Off Rec, 22, Swan hill, Shrewsbury

COOKE, HARRY WETHERS, Cheltenham, Wine Merchant Nov 21 at 3.30 County Court bldgs, Cheltenham

CRAIK BROTHERS, Newcastle on Tyne, Engineers Nov 21 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

ELMES, GEORGE, Cossington, Somerset, Dairyman Nov 21 at 12 Off Rec, 26, Baldwin st, Bristol

ENGLISH, WILL, Bolton, Music Hall Artist Dec 5 at 11 19, Exchange st, Bolton

EUSTACE, MARCUS JOHN, Widnes, Physician Nov 22 at 12 Off Rec, 35, Victoria st, Liverpool

FERGUSON, JAMES, Newcastle on Tyne, Vegetable Salesman Nov 21 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

FRANK, H, Sutton st, Shadwell, Tobacco Dealer Nov 26 at 12 Bankruptcy bldgs, Carey st

GLASSCOCK, HENRY JAMES, Maidstone, Licensed Victualler Nov 21 at 11 9, King st, Maidstone

GRADDEN, C, Sutton, Surrey, Builder Nov 23 at 1 132, York rd, Westminster Bridge

HORN, GEORGE, Enfield, Builder Nov 22 at 3 14, Bedford row

HORNER, THOMAS, New Clesthorpes Nov 21 at 12 Off Rec, St Mary's chmbrs, Gt Grimsby

HOWELL, G S, Salisbury House, Accountant Nov 21 at 2.30 Bankruptcy bldgs, Carey st

HUNT, WALTER SYDNEY, Castlenau, Barnes, Chartered Accountant Nov 21 at 11 Bankruptcy bldgs, Carey st

JOHNSON, FREDERICK, Willenhall, staffs, Tailor Nov 22 at 11 Off Rec, Wolverhampton

LEWIS, SAMUEL, Bristol, Glass Merchant Nov 21 at 11.30 Off Rec, 26, Baldwin st, Bristol

LIMBACH, GEORGE FREDERICK, Peterborough, Pork Butcher Nov 21 at 12 Off Rec, Bridge st, Northampton

MATTHEWS, WALTER, Shipley, nr Huddersfield, Tailor Nov 23 at 3 Off Rec, Prudential bldgs, New st, Huddersfield

MEYNELL, GEORGE HENRY, Skeldergate, York, Bicycle Agent Nov 23 at 3.15 The Red House, Duncombe pl, York

MONSON, GILBERT JOHN, Linslade, Bucks, Brewer Nov 22 at 12 The Swan Hotel, Leighton Buzzard

MORRIS, HARRY JAMES, Cheltenham, Baker Nov 22 at 2 County Court bldgs, Cheltenham

PAPE, JOHN, Skegness, Lincs, Farmer Nov 13 at 12.30 132, York rd, Westminster Bridge

PENNOCK, JOHN JAMES, Brompton on Swale, North Riding, Yorks, Blacksmith Nov 26 at 11.30 Court House, Northallerton

POTTS, HENRY, Wath on Dearne, Yorks Glass Bottle Manufacturer Nov 22 at 12 Off Rec, Figtree ln, Sheffield

RATHBONE, JOHN SILAS, Sheffield, Elementary Teacher Nov 22 at 1 Off Rec, Figtree ln, Sheffield

RICHARDSON, WALTER HERBERT, Moor, Sheffield, Outfitter Nov 22 at 12.30 Off Rec, Figtree ln, Sheffield

ROGERS, FREDERICK ARTHUR FENNELL, Cotteridge, King's Norton, Worcester, Baker Nov 21 at 11 191, Corporation st, Birmingham

SHEARD & JAQUES, Leeds, Clothiers Nov 21 at 11 Off Rec, 22, Park row, Leeds

SIMPSON, ARTHUR LOVELL, Kingston upon Hull, Clerk Nov 21 at 11 Off Rec, Trinity House ln, Hull

SMITH, THOMAS SAMUEL, Selby, Yorks, Basket Maker Nov 23 at 2.30 Off Rec, The Red House, Duncombe pl, York

UPTON, HENRY JOHN, Portsmouth, Coal Merchant Nov 23 at 4 Off Rec, Cambridge junc, High st, Portsmouth

WALLACE, HARRY ALFRED, Littlehampton, Sussex, Commercial Traveller Nov 29 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

WAY, ROBERT, Ryde, I W, Licensed Victualler Nov 21 at 3.15 Off Rec, 33A, Holyrood st, Newport, I W

WEBSTER, GERALD WILLIAM, Elgin ct, Maida Vale Nov 22 at 12 Bankruptcy bldgs, Carey st

WEIGHELL, ARTHUR, Stockton on Tees, Hay Salesman Nov 21 at 3 Off Rec, 8, Albert rd, Middlesbrough

WEIGHELL, JOHN, jun, Stockton on Tees, Manure Salesman Nov 21 at 3 Off Rec, 8, Albert rd, Middlesbrough

WILLIAMS, THOMAS PIERCE, Norton on Tees, Durham, Builder Nov 21 at 3 Off Rec, 8, Albert rd, Middlesbrough

WING, CHRISTOPHER HENRY, Liphook, Hants, Auctioneer Nov 23 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WOOLFE, HENRY, Cromford rd, Wandsworth, Patentee of Slot Machines Nov 23 at 11.30 132, York rd, Westminster Bridge

ADJUDICATIONS.

ANDERSON, ALFRED, Kingston upon Hull, Hawker Kingston upon Hull Pet Nov 8 Ord Nov 8

BOOTH, CISSY, Stockton on Tees, Milliner Stockton on Tees Pet Nov 9 Ord Nov 9

BOOTH, MATTHEW, Birkenhead, Cheshire, Coal Merchant Birkenhead Pet Oct 16 Ord Nov 8

BROOKFIELD, GEORGE, Pickhill, nr Wrexham, Denbigh, Farmer Wrexham Pet Nov 8 Ord Nov 8

BROWNER, MARTIN INNES, Copthall av High Court Pet Oct 9 Ord Nov 8

CARNAC, WILFRED RIVETT, Hove, Sussex Brighton Pet Dec 11 Ord Nov 8

CARR, THOMAS, Maidenhead High Court Pet Oct 9 Ord Nov 8

CLARKSON, SAMUEL, Lees, nr Oldham, Mineral Water Manufacturer Oldham Pet Nov 10 Ord Nov 10

DOUSE, THOMAS RALPH, Victoria st High Court Pet Sept 4 Ord Nov 9

GLASSCOCK, HENRY JAMES, Maidstone, Licensed Victualler Maidstone Pet Nov 8 Ord Nov 8

GREEN, BENJAMIN, Pontefract, Insurance Agent Wakefield Pet Nov 8 Ord Nov 8

GREGORY, WALTER, Sheffield, Fruiterer Sheffield Pet Nov 8 Ord Nov 8

GUEST, ARTHUR, Nelson, Lancs, Draper Burnley Pet Nov 8 Ord Nov 8

HALL, JOHN, Thornton le Fylde, Lancs, Solicitor Preston Pet Oct 27 Ord Nov 9

HARDING, JAMES OSBORN, Yeovil, Draper Yeovil Pet Oct 22 Ord Nov 9

HILTON, RICHARD, Barnsley, Traveller Barnsley Pet Nov 9 Ord Nov 9

LEWIS, SAMUEL, Bristol, Glass Merchant Bristol Pet Nov 3 Ord Nov 8

LEYSHON, JOHN, Llansamlet, Glam, Spelterman Swansea Pet Nov 10 Ord Nov 10

MANDEL, MAX, Commercial rd, General Dealer High Court Pet Oct 13 Ord Nov 2

MEYNELL, GEORGE HENRY, York, Bicycle Agent York Pet Nov 7 Ord Nov 7

MORRIS, EDWARD HERBERT, Arreton, I of W, Chemist Newport Pet Nov 10 Ord Nov 10

MORRIS, JAMES, High st, Fulham, Builder High Court Pet Aug 20 Ord Nov 7

OWEN, WILLIAM, Tyldesley, Lancs, Greengrocer Bolton Pet Nov 10 Ord Nov 10

PAPE, JOHN, Skegness, Lincs, Farmer Guildford Pet Oct 25 Ord Nov 8

PARKINSON, THOMAS, Orford, nr Warrington, Farmer Warrington Pet Nov 8 Ord Nov 8

PEARSON, JOHN, Sheffield, Poultry Dealer Sheffield Pet Nov 10 Ord Nov 10

PEASEGOOD, THOMAS KENNINGTON, Kingston upon Hull, Clerk Kingston upon Hull Pet Nov 9 Ord Nov 9

PRICE, DAVID GWESYN, Colwyn Bay, Denbigh, Grocer Bangor Pet Oct 15 Ord Nov 8

RICHARDS, PHILIP, Maesteg, Glam, Collier Cardiff Pet Nov 10 Ord Nov 10

SCHULTZE, EMIL FRIEDRICH, Fenchurch st High Court Pet Nov 5 Ord Nov 5

SCOTT, RICHARD CLARKSON, Litherland, Lancs, Steamship Broker Liverpool Pet March 29 Ord Nov 2

SMITH, THOMAS SAMUEL, Selby, Yorks, Basket Maker York Pet Nov 7 Ord Nov 7

SMITH, WILLIAM HENRY, Cardiff, Fruiterer Cardiff Pet Nov 8 Ord Nov 8

SPIEWAK, ISAAC MAJOR, Farleigh rd, Stoke Newington, Blouse Manufacturer High Court Pet Aug 24 Ord Nov 10

TAYLOR, WILLIAM, and JOHN FLETCHER, Tamworth, Staffs, Builders Birmingham Pet Aug 27 Ord Nov 10

THOMAS, FRANK JAMES GORDON, Plascrwn, Llanddewi Velfrey, Pembroke, Commercial Traveller Pembroke Dock Pet Nov 9 Ord Nov 9

TOWNSEND, WALTER JOHN, Manchester av, Trimming Merchant High Court Pet Sept 7 Ord Nov 8

TRIGG, JOHN, Blaengarw, Glam, Collier Cardiff Pet Nov 8 Ord Nov 8

UPTON, HENRY JOHN, Portsmouth, Coal Merchant Portsmouth Pet Nov 7 Ord Nov 7

WILLIAMS, ROBERT, Treawen, Trefriw, Carnarvon, Painter Portmadoc Pet Nov 8 Ord Nov 8

WILLIAMS, THOMAS PIERCE, Norton on Tees, Durham, Builder Stockton on Tees Pet Oct 17 Ord Nov 9

WILLIS, REUBEN HENRY, Oxford, Bootmaker Oxford Pet Nov 10 Ord Nov 10

WRIDGWAY, JOHN FREDERICK, Kidderminster, Carpenter Kidderminster Pet Nov 8 Ord Nov 8

Amended notice substituted for that published in the London Gazette of Nov 2:

STRONG, HERBERT JAMES, Newport, Mon, Brush Manufacturer Newport, Mon Pet Oct 30 Ord Oct 30

ADJUDICATIONS ANNULLED.

LEAVER, THOMAS, Herne Bay, Carrier Canterbury Adjud July 28 Annul Nov 6

WATKINS, ARTHUR, Llanbradach, Glam, Ironmonger Pontypridd Adjud Mar 5 Annul Oct 10